



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19197

**Proposed No.** 2020-0317.2

**Sponsors** Kohl-Welles

1 AN ORDINANCE relating to code revisions and additions  
 2 necessary to preserve certain county services and reduce  
 3 the necessity for additional reductions in force, by either  
 4 placing some county employees on an unpaid furlough or  
 5 reducing the pay for salaried employees, or both; and  
 6 amending Ordinance 16339, Section 17, as amended, and  
 7 K.C.C. 3.12F.010, Ordinance 16339, Section 18, as  
 8 amended, and K.C.C. 3.12F.020, Ordinance 16339, Section  
 9 20, as amended, and K.C.C. 3.12F.040 and Ordinance  
 10 16735, Section 20, and K.C.C. 3.12F.060 and adding a new  
 11 section to K.C.C. chapter 3.15.

#### STATEMENT OF FACTS:

- 12
- 13 1. The county is experiencing a budget crisis due to the COVID 19
  - 14 pandemic, resulting in a shortfall in the amount of funding needed to
  - 15 sustain the current level of general operations through 2022.
  - 16 2. Some county departments are considering various methods to meet the
  - 17 budget shortfall including reductions in force, furloughs or temporary
  - 18 salary reductions, or a combination of one or more of those methods.
  - 19 3. With reduced revenues, county departments are working hard to find

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20 innovative ways to gain efficiencies in all county functions in order to  
21 minimize service reductions to the public while at the same time  
22 responding to decreased revenue.

23 4. In recognition of the county's need to manage economic challenges by  
24 utilization of versatile and original strategies in future fiscal years,  
25 additional flexibility in staffing and salary management and entering into  
26 agreements with labor organizations is necessary.

27 5. An update to code language regarding furloughs, some of it written  
28 specifically to address a previous economic crisis, is necessary to better  
29 meet current and future budget shortfalls.

30 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

31 SECTION 1. Ordinance 16339, Section 17, as amended, and K.C.C. 3.12F.010  
32 are hereby amended to read as follows:

33 The definitions in this section apply throughout this chapter unless the context  
34 clearly requires otherwise:

35 A. "Budgetary furlough" has the same meaning as found in K.C.C. 3.12.010.

36 B. "Emergency budget crisis" or "financial emergency" means a circumstance in  
37 which projected county revenues are determined to be insufficient to fully fund county  
38 agency operations and significant cost savings must be achieved through reductions in  
39 services and pay.

40 C. "Furlough day" has the same meaning as found in K.C.C. 3.12.010.

41 D. "Furloughed employee" has the same meaning as found in K.C.C. 3.12.010.

42 E. "Furlough administrator" means: the county executive for the executive

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43 departments; the chair of the council for the legislative branch; the prosecutor for the office  
44 of the prosecuting attorney; the presiding judges of the district and superior courts; the  
45 sheriff for the sheriff's office; the assessor for the department of assessments; the director of  
46 elections for the department of elections; the chair of the forecast council for the office of  
47 economic and financial analysis; or the official or officials designated by that branch or unit  
48 of county government.

49 F. (~~"Furlough replacement time" means leave time that benefit-eligible~~  
50 ~~nonrepresented furloughed employees receive which is an amount equivalent to the time~~  
51 ~~that they were furloughed in 2009.~~

52 G.) "Salaried employee" means an employee whose position is normally exempt  
53 from wage and hours regulations.

54 SECTION 2. Ordinance 16339, Section 18, as amended, and K.C.C. 3.12F.020  
55 are hereby amended as follows:

56 A. Whenever the executive determines that an emergency budget crisis exists in  
57 King County, the executive may proclaim in writing the existence of such an emergency.  
58 The executive shall transmit a proclamation and proposed ratifying ordinance to the  
59 council within seven days of the proclamation. A proclamation is effective only if  
60 ratified by ordinance. A proclamation of an emergency budget crisis remains in effect for  
61 all or a portion of one (~~annual~~) biennial budget cycle.

62 B. Whenever the council determines that an emergency budget crisis exists in  
63 King County, it may by ordinance declare the existence of such an emergency. A  
64 declaration of an emergency budget crisis remains in effect for all or a portion of one  
65 (~~annual~~) biennial budget cycle.

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66 C. Upon a proclaimed and ratified or declared emergency budget crisis, the  
67 executive may:

68 1. Order a budgetary furlough, including the furlough of employees of the  
69 executive branch and closure of county offices;

70 2. Order the reduction in hours or the closure of county offices on specific days  
71 associated with a budgetary furlough; ((~~or~~))

72 3. Order any other actions relating to employees in K.C.C. Title 3; or

73 4. Enter into or amend agreements with labor organizations to furlough  
74 represented employees as provided under this chapter. If such an agreement addresses no  
75 other subject or additional terms, it shall have the force of law upon execution by the  
76 parties, without enactment by ordinance.

77 D. If an emergency budget crisis has been proclaimed and ratified or declared  
78 and furlough days are ordered, the executive shall notify the public of days that county  
79 offices are closed by posting the information on the county buildings or offices that are  
80 closed, by posting a notice on the Internet, by advertising in the official county  
81 newspaper and by issuing press releases.

82 SECTION 3. Ordinance 16339, Section 20, as amended, and K.C.C. 3.12F.040  
83 are hereby amended to read as follows:

84 A.1. When a furlough administrator other than the executive has determined that  
85 a budgetary furlough is necessary, the furlough administrator shall designate a person to  
86 administer the budgetary furlough and to provide for the effective direction, control and  
87 coordination of a budgetary furlough in a manner to preserve county functions.

88 2. The county administrative officer shall designate a person to be responsible

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89 for budgetary furlough administration in the executive branch and shall provide for the  
90 effective direction, control and coordination of a budgetary furlough in a manner to  
91 preserve county functions.

92 B. In order to achieve budget savings, a furlough administrator may implement a  
93 budgetary furlough for designated nonrepresented employees, and implement reductions  
94 in operating and office hours, closure of offices or departments or reductions in levels of  
95 operations or service. ~~((A furlough administrator shall seek and document the views of  
96 affected nonrepresented employees when determining whether and how to implement a  
97 budgetary furlough.))~~

98 C. If a furlough administrator directs reductions in operating and office hours,  
99 closures of offices or departments or reductions in levels or service that result in  
100 budgetary furloughs for represented employees, the executive shall fulfill all applicable  
101 bargaining obligations with labor unions representing the employees in those departments  
102 before the implementation of a furlough.

103 D. In administering a budgetary furlough, the following principles should apply:

104 1. An employee who is furloughed should be notified of furlough in writing  
105 when possible, although any reasonable notice is permissible;

106 2. During a furlough period, a furloughed employee remains a King County  
107 employee subject to K.C.C. chapter 3.04;

108 3. A furloughed employee shall not volunteer to do what the county otherwise  
109 pays any employee to do;

110 4. Medical, dental, vision and any other insured benefits shall remain in effect for  
111 a furloughed benefit-eligible employee during a furlough period;

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112           5. A furloughed employee shall not be eligible to take or be paid for (~~vacation~~  
113 ~~or sick~~) any leave on a budgetary furlough day. The furlough administrator may  
114 designate that paid vacation leave is available for the following employees:

115           a. those employees earning equal or less than two times the federal poverty  
116 index; and

117           b. those employees enrolled in the Public Employees' Retirement System or  
118 the city of Seattle retirement systems who submit to the (~~chief administrative officer or~~  
119 ~~the~~) designated furlough administrator a letter of intent to retire during the succeeding  
120 two calendar years(~~(; and)~~).

121           6. A salaried employee is considered an hourly employee for each week in  
122 which the employee observes one or more furlough days and must track and report the  
123 employee's hours and follow standard hourly work practices.

124           (~~E. Benefit-eligible nonrepresented employees furloughed in 2009 will receive~~  
125 ~~the equivalent of the time on furlough in furlough replacement time. In administering~~  
126 ~~furlough replacement time for benefit-eligible nonrepresented employees, the following~~  
127 ~~principles apply:~~

128           1. ~~Furlough replacement time may not be provided to employees when the~~  
129 ~~county is in an officially declared and council-sanctioned emergency budget crisis;~~

130           2. ~~One half of the furlough replacement time will be awarded in the first year~~  
131 ~~following an emergency budget crisis and one half of the furlough replacement time will~~  
132 ~~be awarded in the second year following an emergency budget crisis, unless the county is~~  
133 ~~in an officially declared and council-sanctioned financial emergency;~~

134           3. ~~Furlough replacement time must be used by the employee in the year that it is~~

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135 ~~issued to the employee. An employee who was not employed by King County in 2009~~  
136 ~~shall not receive furlough replacement time. An employee who left King County~~  
137 ~~employment before April 11, 2010, shall not receive furlough replacement time.~~  
138 ~~Furlough replacement time may not be carried over to another calendar year, it may not~~  
139 ~~be cashed out, it has no cash value and it may not be donated; and~~

140 ~~4. The furlough administrator must provide for the effective direction, control~~  
141 ~~and coordination of furlough replacement time.))~~

142 SECTION 4. Ordinance 16735, Section 20, and K.C.C. 3.12F.060 are hereby  
143 amended to read as follows:

144 A. In any year for which an emergency budget crisis has been proclaimed and  
145 ratified ((~~or declared~~)), or for which any furlough administrator orders budgetary furlough  
146 days, the furlough administrator shall provide the council with a report of the  
147 implementation plan for the budget furlough by January 30. The report shall include:

- 148 1. Efforts to notify the public of the budget furlough and the closure of county  
149 offices or sites;
- 150 2. The number of employees who have been furloughed;
- 151 3. The length of the furlough;
- 152 4. The number of employees exempted from the furlough and the reasons for the  
153 exemption;
- 154 5. The anticipated budget savings from the furlough; and
- 155 6. The anticipated effects of the furlough on both workload and service to the  
156 public and other county agencies((; ~~and~~
- 157 ~~7. A summary of input received from nonrepresented employees on whether and~~

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158 ~~how to implement a budgetary furlough~~)).

159           B. A furlough administrator who orders a budget furlough shall provide the council  
160 with a report on the effects of the furlough by June 30 of the furlough year. The report shall  
161 contain the same information required by subsection A. of this section.

162           C. The reports required by this section must be filed in electronic format (~~and in the~~  
163 ~~form of twelve paper copies~~)) with the clerk for the council, who shall (~~retain the original~~  
164 ~~and~~) forward (~~the paper~~) electronic copies to each councilmember and the council chief  
165 of staff.

166           NEW SECTION. SECTION 5. There is hereby added to K.C.C. chapter 3.15 a  
167 new section to read as follows:

168           The director may reduce a salaried employee's salary during an "emergency  
169 budget crisis" or "financial emergency," as defined in K.C.C. 3.12F.010. Such a salary



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170 reduction shall not be considered a demotion or a layoff and shall not extend beyond the  
171 end of the emergency budget crisis or financial emergency.  
172

Ordinance 19197 was introduced on 9/29/2020 and passed by the Metropolitan King County Council on 11/17/2020, by the following vote:

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

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
*Claudia Balducci*  
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Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Melani Pedroza*  
8DE1BB375AD3422...

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Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 11/30/2020, \_\_\_\_\_.

DocuSigned by:  
*Dow Constantine*  
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Dow Constantine, County Executive

**Attachments:** None

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 claudia.balducci@kingcounty.gov  
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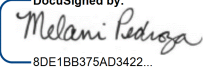
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/30/2020 2:02:26 PM
Signing Complete	Security Checked	11/30/2020 2:02:47 PM
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Payment Events	Status	Timestamps
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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

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