



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19563

Proposed No. 2022-0313.2

Sponsors Balducci

1 AN ORDINANCE relating to standardizing benefits that
2 were bargained in the Coalition Labor Agreement;
3 amending Ordinance 12014, Section 14, as amended, and
4 K.C.C. 3.12.110, Ordinance 12052, Section 1, as amended,
5 and K.C.C. 3.12.210, Ordinance 18408, Section 2, as
6 amended, and K.C.C. 3.12.219, Ordinance 12014, Section
7 21, as amended, and K.C.C. 3.12.220, Ordinance 15558,
8 Section 2, as amended, and K.C.C. 3.12.222, Ordinance
9 12014, Section 22, as amended, and K.C.C. 3.12.223,
10 Ordinance 12014, Section 23, as amended, and K.C.C.
11 3.12.230, Ordinance 12014, Section 52, as amended, and
12 K.C.C. 3.15.030 and Ordinance 14233, Section 7, as
13 amended, and K.C.C. 3.15.140 and adding a new section to
14 K.C.C. chapter 3.12.

STATEMENT OF FACTS:

15
16 1. In October 2021, a tentative Coalition Labor Agreement ("the CLA")
17 was reached. The CLA further builds upon the efficiencies established in
18 the 2018 Master Labor Agreement by standardizing additional common
19 benefits and practices for employees.

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20 2. Standardization between the CLA and the King County Code furthers
21 those achievements and supports King County's Strategic Plan goal of
22 ensuring that county government operates efficiently and effectively.

23 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

24 SECTION 1. Ordinance 12014, Section 14, as amended, and K.C.C. 3.12.110 are
25 each hereby amended to read as follows:

26 A. It shall be the policy of the county to provide, within budgeted appropriations,
27 training opportunities for employees. The objective of the training policy shall be guided
28 by, but not limited to, the overall objectives of encouraging and motivating employees to
29 improve their personal capabilities in performance of their assigned job duties.

30 B. The director shall be responsible for planning and executing an adequate
31 training program for employees.

32 C. The county shall pay for any training, certification or license, except for a
33 driver's license, that is required by the county for the employee's position. This includes
34 necessary release time for training that is preapproved by the employee's supervisor.

35 D. The county shall reimburse an employee for the cost of maintaining their
36 commercial driver's license endorsement or endorsements if they are required by the
37 county for the employee's position.

38 E. The county shall not reimburse employees for unauthorized training.

39 ~~((E.))~~ F. Employees wishing to complete educational programs may request a
40 leave of absence without pay for this purpose.

41 SECTION 2. Ordinance 12052, Section 1, as amended, and K.C.C. 3.12.210 are
42 each hereby amended to read as follows:

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43 A. Employees eligible for comprehensive leave benefits shall be entitled to take
44 up to five working days of bereavement leave, with a maximum of forty hours, ~~((of~~
45 ~~bereavement leave))~~ for each qualifying death of ((the following)) the employee's
46 immediate family members. Part-time employees' bereavement leave benefits shall be
47 prorated to reflect the employee's work week. Bereavement leave shall be used within
48 eighteen months of the death. For purposes of this subsection, "immediate family
49 members" are any of the following:

50 1. ~~((§))~~The employee's spouse or ((the employee's)) domestic partner; ((the))

51 2. The employee's ward, or any person whom the employee has legal
52 guardianship or custody of; and

53 3. The following family members of the employee, the employee's spouse, or
54 the employee's domestic partner:

55 a. a parent, be the person a biological parent, adoptive parent, foster parent,
56 stepparent, legal guardian or a person who stood or stands in loco parentis;

57 b. a grandparent((;));

58 c. a child((-son or daughter in law,));

59 d. a child's spouse;

60 e. a grandchild; or

61 f. a sibling ((of the employee, the employee's spouse or the employee's
62 domestic partner; or the employee's legal guardian, ward or any person whom the
63 employee has legal custody. Part-time employees' bereavement leave benefits shall be
64 prorated to reflect their work week)).

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65 B. A furloughed employee shall not be eligible to take or be paid for bereavement
66 leave in lieu of taking a budgetary furlough day.

67 C. Employees who are not eligible for comprehensive leave benefits may be
68 granted leave without pay or be allowed to use compensatory time, if available, for
69 bereavement leave.

70 D. In the application of ~~((any of))~~ subsections A.~~((,))~~ or B. ~~((and C.))~~ of this
71 section, holidays or regular days off falling within the prescribed period of absence shall
72 not be charged against the bereavement leave entitlement.

73 E. Any additional accrued paid leave ~~((, including sick leave,))~~ to be used as
74 bereavement leave may be approved by mutual agreement between the county and the
75 employee.

76 SECTION 3. Ordinance 18408, Section 2, as amended, and K.C.C. 3.12.219 are
77 each hereby amended to read as follows:

78 A. Employees eligible for comprehensive leave benefits who have been
79 employed with the county for at least six months of continuous service at the time of a
80 birth, adoption or foster-to-adopt placement of a child, and are either nonrepresented or
81 represented by a union that has signed a paid parental leave memorandum of agreement
82 with the county, are eligible for up to twelve weeks of paid parental leave.

83 B. If both parents work for King County, then each employee is entitled to up to
84 twelve weeks of paid parental leave.

85 C. An employee's supplemental paid parental leave benefit shall be calculated
86 based on the employee's accrued paid leave balances at the time of the qualifying event.
87 The employee shall receive the equivalent of the employee's full salary for up to a total of

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88 twelve weeks, when combined with the employee's accrued leaves, except for one week
89 of sick leave and one week of vacation leave, or the equivalent for benefit time off. For
90 example, if an employee has two weeks of accrued vacation and three weeks of accrued
91 sick leave at the time of the qualifying event, the employee shall be granted nine weeks
92 of supplemental paid leave, bringing the total available paid parental leave to twelve
93 weeks.

94 D. An employee may use supplemental paid leave and accrued paid leave in any
95 order and is not required to use any of the accrued paid leave as paid parental leave.

96 E. An employee on paid parental leave shall be compensated at the employee's
97 base ((pay)) rate of pay.

98 F. An employee should provide notice to the designated representative of the
99 employee's department that the employee intends to participate in the program. The
100 notice should meet the notice requirements for taking family and medical leave under
101 federal law.

102 G. Paid parental leave must begin and end within twelve months after the
103 qualifying event. In the case of adoption or foster-to-adopt placement, leave must be
104 taken within one year of the child's birth or placement in the employee's home. The
105 department of human resources shall have the discretion to administer paid parental leave
106 in a way that supports the employee and child, including allowing use of leave after more
107 than one year of the child's birth or placement in the employee's home to address special
108 circumstances in the case of adoption or foster-to-adopt placement.

109 H. The employee and the employee's supervisor shall agree upon a schedule for
110 taking paid parental leave that is consistent with the county's operational needs. An

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111 employee may use the paid parental leave on a part-time or intermittent basis as long as it
112 is consistent with the county's operational needs and is approved in writing by the
113 supervisor before the leave begins.

114 I. Paid parental leave shall run concurrently with King County family and
115 medical leave, as well as federal and state family and medical leave, to the extent
116 permitted by law.

117 J. During the time that an employee is on leave in the program, the employee's
118 job shall be protected to the same extent that an employee's job is protected while the
119 employee is on family or medical leave under federal or state law. No retaliatory action
120 may be taken against an employee for participating or planning to participate in the
121 program or for exercising the employee's rights under this ordinance. In particular,
122 permission to use accrued paid leave shall not be denied or delayed on the basis that the
123 employee intends to participate in the program. This is a general statement of county
124 policy that cannot form the basis of a private right of action.

125 K. Taking leave under the paid parental leave program shall not affect an
126 employee's health benefits or an employee's accrual of paid leave, which shall continue
127 during the period of paid parental leave.

128 L. Employees shall not be compensated in any manner for not using the
129 supplemental paid parental leave.

130 M. An employee who does not return to work for at least six months of
131 continuous service following the paid parental leave, shall be required to reimburse King
132 County for the supplemental paid parental leave funds received.

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133 SECTION 4. Ordinance 12014, Section 21, as amended, and K.C.C. 3.12.220 are
134 each hereby amended to read as follows:

135 A.1. Except for employees covered by subsection A.3. of this section, employees
136 eligible for comprehensive leave shall accrue sick leave benefits at the rate of 0.04616
137 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours
138 per month; except that if an hourly employee works in excess of seventy-four hours in
139 one week, the employee shall accrue sick leave at the rate of 0.025 hours for each hour
140 worked in excess of seventy-four. No adjustment to reduce sick leave accruals for
141 furloughed employee shall be made as a result of a budgetary furlough.

142 2. Short-term temporary employees and administrative interns shall accrue sick
143 leave at the rate of 0.025 hours for each hour in pay status.

144 3. Employees who are members of the Law Enforcement Officers and
145 Firefighters (LEOFF) 1 retirement system and short-term temporary employees who are
146 employed in social service programs designed to help youth gain basic work training
147 skills, such as Work Experience (WEX) participants and Division of Youth Services
148 (DYS) youth employment workers, shall not accrue sick leave.

149 B. Employees are entitled to use sick leave after it is accrued.

150 C. For employees covered by the overtime requirements of the Fair Labor
151 Standards Act, sick leave may be used in fifteen-minute increments.

152 D. There shall be no limit to the number of sick leave hours accrued and carried
153 over to the following year by employees eligible for comprehensive leave benefits.

154 Short-term temporary employees and administrative interns may carry over forty hours of

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155 unused sick leave to the following year, all other unused accrued sick leave shall be
156 forfeited.

157 E. For employees covered by the overtime requirements of the Fair Labor
158 Standards Act, sick leave may be used in fifteen-minute increments.

159 F.1. Separation from or termination of county employment except by reason of
160 retirement or layoff due to lack of work, funds, efficiency reasons or separation for
161 medical reasons, shall cancel all sick leave accrued to employees eligible for
162 comprehensive leave benefits as of the date of separation or termination.

163 2. Separation from, retirement from or termination of county employment shall
164 cancel all sick leave accrued to short-term temporary employees and administrative
165 interns as of the date of the separation, retirement or termination.

166 3. Should an employee return to county employment within two years, accrued
167 sick leave shall be restored. If a retiree is rehired, that employee is not entitled to have
168 any sick leave restored.

169 G.1. Except for short-term temporary employees, administrative interns, and
170 employees covered by the Law Enforcement Officers and Firefighters (LEOFF) 1
171 retirement system, employees eligible to accrue sick leave who have successfully
172 completed at least five years of county service and who retire as a result of length of
173 service or who terminate by reason of death shall be paid, or their estates paid or as
174 provided for by Title 11 RCW, as applicable, an amount equal to thirty-five percent of
175 their unused, accumulated sick leave multiplied by the employee's base rate of pay in
176 effect upon the date of leaving county employment less mandatory withholdings. This
177 provision is predicated on the requirement that, except with the written approval of the

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178 executive, the position, if vacated by a nonrepresented employee, shall not be filled until
179 salary savings for the position are accumulated in an amount sufficient to pay the cost of
180 the cash out. For the purposes of this subsection G.1., "retire as a result of length of
181 service" means an employee is eligible, applies for and begins drawing a pension from
182 the Law Enforcement Officers and Firefighters (LEOFF), Public Employees' Retirement
183 System (PERS), Public Safety Employees' Retirement System (PSERS) or the city of
184 Seattle Retirement Plan immediately upon terminating county employment.

185 2.a. In lieu of the remuneration for unused sick leave at retirement, the director
186 may, with equivalent funds, provide eligible employees with a voluntary employee
187 beneficiary association plan that provides for reimbursement of retiree and other
188 qualifying medical expenses. Under K.C.C. 3.12.190.G., in lieu of the remuneration for
189 fifty percent of unused vacation leave at retirement, the director may also fund the
190 voluntary employee beneficiary association plan.

191 b. The director shall adopt procedures for the implementation of all voluntary
192 employee beneficiary association plans. At a minimum, the procedures shall provide
193 that:

194 (1) each group of employees hold an election to decide whether to implement
195 a voluntary employee beneficiary association plan for a defined group of employees. The
196 determination of the majority of voting employees in a group shall bind the remainder.
197 Elections for represented employees shall be conducted by the appropriate bargaining
198 representative. Elections for nonrepresented employees shall be conducted in accordance
199 with procedures established by the director;

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200 (2) the director has discretion to determine the scope of employee groups
201 voting on whether to adopt a voluntary employee beneficiary association plan. The
202 director shall consult with bargaining representatives and elected officials in determining
203 the scope of voting groups;

204 (3) any voluntary employee beneficiary association plan implemented in
205 accordance with this subsection G.2. complies with federal tax law. Disbursements in
206 accordance with this subsection G.2. shall be exempt from withholdings, to the extent
207 permitted by law; and

208 (4) employees shall forfeit remuneration under subsection G.1. and 2. of this
209 section if the employee belongs to a group that has voted to implement a voluntary
210 employee beneficiary association plan and the employee fails to execute forms that are
211 necessary to the proper administration of the plan within twelve months of retirement by
212 reason of length of service, as defined in subsection G.1. of this section.

213 H.1. An employee must use all of the employee's accrued sick leave and any
214 donated sick leave before taking unpaid leave for the employee's own health reasons. If
215 the employee has an injury or illness that is compensable under the county's workers
216 compensation program, then the employee has the option to augment or not augment
217 wage replacement pay with the use of accrued sick leave. A furloughed employee shall
218 not be eligible to take or be paid for sick leave in lieu of taking a budgetary furlough day.

219 2. For a leave for family reasons, the employee shall choose at the start of the
220 leave whether the particular leave would be paid or unpaid, but when an employee
221 chooses to take paid leave for family reasons the employee may set aside a reserve of up
222 to eighty hours of accrued sick leave. A furloughed employee who is on county family

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223 medical leave as provided for in this section shall retain county benefits during furlough
224 days.

225 3. An employee who has exhausted all of the employee's accrued sick leave may
226 use accrued vacation leave before going on leave of absence without pay, if approved by
227 the employee's appointing authority. A furloughed employee shall not be eligible to take
228 or be paid for vacation leave in lieu of sick leave in lieu of taking a furlough day.

229 I. Sick leave may be used for the following reasons:

230 1. An absence:

231 a. resulting from the employee's mental or physical illness, injury, or health
232 condition;

233 b. to accommodate the employee's need for medical diagnosis, care or
234 treatment of a mental or physical illness, injury or health condition; or

235 c. for the employee's need for preventive medical care;

236 2. To allow the employee to provide care:

237 a. for a family member with a mental or physical illness, injury or health
238 condition;

239 b. for a family member who needs medical diagnosis, care or treatment of a
240 mental or physical illness, injury or health condition; or

241 c. for a family member who needs preventive medical care;

242 3. When a King County facility is closed by order of public official for any
243 health-related reason, or when an employee's child's school or place of care is closed by
244 order of a public official for a health-related reason;

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245 4. For absences that qualify for leave under the domestic violence leave act,
246 chapter 49.76 RCW;

247 5. For absences to increase the safety of the employee or a family member when
248 the employee or a family member has been a victim of trafficking under RCW
249 9A.40.100; ~~((and))~~

250 6. For family and medical leave available under federal law, state law or King
251 County ordinance; and

252 7. When an employee has been exposed to a contagious disease and must
253 quarantine.

254 J. For purposes of sick leave, "family member" means any of the following:

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

258 2. The parent of an employee, employee's spouse or employee's domestic
259 partner. Parent includes:

260 a. a biological parent;

261 b. an adoptive parent;

262 c. a de facto parent;

263 d. a foster parent;

264 e. a stepparent;

265 f. a legal guardian; or

266 g. a person who stood or stands in loco parentis to the employee, employee's
267 spouse or employee's domestic partner((-));

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- 268 3. A spouse;
- 269 4. A domestic partner;
- 270 5. A grandparent;
- 271 6. A grandchild; or
- 272 7. A sibling.

273 K.1. An employee injured on the job may not simultaneously collect sick leave
274 and workers' compensation payments in a total amount greater than the net regular pay of
275 the employee, though an employee who chooses not to augment the employee's workers'
276 compensation wage replacement pay through the use of sick leave shall be deemed on
277 unpaid leave status.

278 2. An employee who chooses to augment workers' compensation payments with
279 the use of accrued sick leave shall notify the safety and workers' compensation program
280 office in writing at the beginning of the leave.

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

284 L. Management of the employee's department is responsible for the proper
285 administration of sick leave benefits. Management of the employee's department may
286 require an employee to provide reasonable notice of an absence from work, so long as the
287 notice does not interfere with an employee's lawful use of sick leave.

288 M. Verification that an employee's use of sick leave is for an authorized purpose
289 may be required for absences exceeding three days. Verification may not result in an

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290 unreasonable burden or expense on the employee and may not exceed privacy or
291 verification requirements otherwise established by law.

292 SECTION 5. Ordinance 15558, Section 2, as amended, and K.C.C. 3.12.222 are
293 each hereby amended to read as follows:

294 A. Annually, from the first business day in October through the last business day
295 in November, an employee eligible for comprehensive leave benefits may sign a written
296 authorization subject to approval by the employee's department director to convert
297 accrued vacation or accumulated compensatory hours, or both, into cash to benefit up to
298 three nonprofit organizations participating in the King County employee annual drive in
299 accordance with K.C.C. chapter 3.36, of the employee's choice.

300 B. Notwithstanding K.C.C. 3.12.190, an employee eligible for comprehensive
301 leave benefits may convert accrued vacation or accumulated compensatory hours, or
302 both, into cash to benefit emergency or disaster relief efforts. Upon the occurrence of an
303 emergency or disaster, such as fire, flood, explosion, storm, earthquake or epidemic, that
304 results in the loss of either life or property, or both, and with the exception of the
305 employee annual drive-related period designated under subsection A. of this section the
306 executive may authorize a forty-five-day opportunity for employees eligible for
307 comprehensive leave benefits to sign a written authorization to convert accrued vacation
308 or accumulated compensatory hours, or both, into cash to benefit up to three nonprofit
309 organizations designated by the executive. The employee's written authorization is
310 subject to approval by the employee's department director. The designated nonprofit
311 organization must be a King County employee annual drive participant in accordance

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312 with K.C.C. chapter 3.36. This section shall be administered in accordance with K.C.C.
313 chapter 3.36.

314 C. The hours converted under subsection A. or B. of this section must be in full-
315 hour increments. The employee's donation must be a minimum of four hours and no
316 more than forty hours per calendar year with the exception of the conditions described in
317 subsection D. of this section.

318 D. An employee eligible for comprehensive leave benefits who earned excess
319 vacation leave or compensatory hours, or both, beyond the amount that may be carried
320 over into the next fiscal year may donate greater than forty hours under subsection A. or
321 B. of this section with approval from the employee's department director.

322 E. All King County employees eligible for comprehensive leave benefits may
323 donate in accordance with this section voluntarily.

324 F. The ~~((finance and business operations division))~~ department of human
325 resources shall value the hours donated under this section based on the ~~((regular hourly))~~
326 employee's base rate of ~~((the employee))~~ pay in effect at the time the approved
327 conversion authorization is processed. The ~~((finance and business operations division))~~
328 department of human resources shall process leave donations authorized under subsection
329 A. of this section within the first two full weeks in December. The ~~((finance and business~~
330 ~~operations division))~~ department of human resources shall process leave donations
331 authorized under subsection B. of this section within the first two full weeks after the
332 forty-five-day period designated in accordance with subsection B. of this section.

333 G. The net cash value of the accrued vacation or accumulated compensatory
334 hours, or both, after all mandatory withholdings, including, but not limited to,

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335 withholding in accordance with retirement plans, federal income tax and the Federal
336 Insurance Contributions Act, have been deducted must be distributed by the ((~~finance and~~
337 ~~business operations division~~)) department of human resources to the designated nonprofit
338 organization or organizations.

339 SECTION 6. Ordinance 12014, Section 22, as amended, and K.C.C. 3.12.223 are
340 each hereby amended to read as follows:

341 A.1. An((~~y~~)) employee eligible for comprehensive leave benefits may donate a
342 portion of the employee's accrued vacation leave to another employee eligible for
343 comprehensive leave benefits to be used for any qualifying reason in accordance with
344 King County family and medical leave under K.C.C. 3.12.221, or under federal family
345 and medical leave law, 29 U.S.C. Sec. 2601 et seq. Such a donation may only occur
346 upon written request to and approval of the donating and receiving employees'
347 department director or directors.

348 2. The number of hours donated shall not exceed the donor's accrued vacation
349 leave as of the date of the request. No donation of vacation hours shall be permitted
350 where it would cause the employee receiving the transfer to exceed that employee's
351 maximum vacation accrual.

352 3. A furloughed employee shall not be eligible to take or be paid for donated
353 vacation in lieu of taking a furlough day, except as provided in K.C.C. 3.12F.040.

354 4. Donated vacation leave hours remain with the recipient. Donated vacation
355 leave hours shall be excluded from the vacation leave payoff provisions in this chapter.
356 Employees do not accrue additional leave hours while utilizing donated vacation leave
357 hours.

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358 B.1. An((y)) employee eligible for comprehensive leave benefits may donate a
359 portion of the employee's accrued sick leave to another employee eligible for
360 comprehensive leave benefits to be used for any qualifying reason in accordance with
361 King County family and medical leave under K.C.C. 3.12.221, or under federal family
362 and medical leave law, 29 U.S.C. Sec. 2601 et seq. Such a donation may only occur
363 upon written request to and approval of the donating and receiving employees'
364 department director or directors.

365 2. No donation of sick leave hours shall be permitted unless the donating
366 employee's sick leave accrual balance immediately subsequent to the donation is one
367 hundred hours or more. No employee may donate more than twenty-five hours of the
368 employee's accrued sick leave in a calendar year.

369 3. Donated sick leave hours remain with the recipient. Donated sick leave hours
370 shall be excluded from the sick leave payoff provisions contained in this chapter, and sick
371 leave restoration provisions contained in this chapter. Employees do not accrue
372 additional leave hours while utilizing donated sick leave hours.

373 C.1. Employees receiving donated leave must have exhausted all paid leave
374 accruals before using donated leave.

375 2. The leave for which the employee is requesting donations must be for a
376 prolonged absence. A prolonged absence is three or more consecutive days. An
377 employee may use donated leave intermittently after the employee's prolonged absence.

378 D. All donations of vacation and sick leave made under this chapter are strictly
379 voluntary. Employees ~~((are prohibited from soliciting, offering or receiving monetary or~~
380 ~~any other compensation or benefits in exchange for donating vacation or sick leave~~

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381 ~~hours-)) shall not ask for anything of value, or offer or receive anything of value, in~~
382 exchange for donation of vacation or sick leave hours.

383 ~~((D-))~~ E. All vacation and sick leave hours donated shall be converted to a dollar
384 value based on the donor's ~~((straight time hourly))~~ base rate of pay at the time of
385 donation. Such dollar value shall then be divided by the receiving employee's hourly rate
386 to determine the actual number of hours received and placed in the receiving employee's
387 donated leave bank. Vacation leave donated to a furloughed employee, who is
388 designated by a department director and confirmed by the ~~((chief administrative officer))~~
389 director of human resources as eligible to use donated leave on a furlough day, is donated
390 on an hour-for-hour basis, without an hourly rate conversion.

391 NEW SECTION. SECTION 7. There is hereby added to K.C.C. chapter 3.12 a
392 new section to read as follows:

393 A. There is hereby created a King County emergency medical leave donation
394 program.

395 B. Emergency medical leave donations may only occur upon the employee's
396 request to the department of human resources with written approval of the donating and
397 receiving employees' department director or directors.

398 C.1. An employee eligible for comprehensive leave benefits may donate a portion
399 of the employee's accrued vacation or sick leave hours to the emergency medical leave
400 program.

401 2. An employee is limited to donating no more than eighty hours of vacation
402 leave to the program per calendar year unless the employee's department director

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403 approves a greater amount. The number of donated hours shall not exceed the donor's
404 accrued vacation leave as of the date of the request.

405 3. An employee is limited to donating no more than twenty-five hours of sick
406 leave to the program per calendar year. A donation of sick leave hours shall not be
407 permitted unless the donating employee's sick leave accrual balance immediately
408 subsequent to the donation is one hundred hours or more.

409 4. All vacation and sick leave hours donated shall be converted to a dollar value
410 based on the donor's base rate of pay at the time of donation and transferred to the
411 emergency medical leave program.

412 D.1. Donated hours shall be distributed by the department of human resources on
413 a first come first serve basis and shall only be awarded prospectively.

414 2. The maximum donation that an employee eligible for comprehensive leave
415 benefits may receive is eighty hours per calendar year, prorated to reflect the employee's
416 normally scheduled work week.

417 3. The number of donated hours distributed to the receiving employee and the
418 receiving employee's base rate of pay shall determine the dollar value to withdraw from
419 the emergency medical leave program.

420 4. The receiving employee may only use emergency medical leave for a
421 qualifying reason in accordance with King County family and medical leave under
422 K.C.C. 3.12.221, or under federal family and medical leave law, 29 U.S.C. Sec. 2601 et
423 seq.

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424 5. The leave for which the employee is requesting donations must be for a
425 prolonged absence. "A prolonged absence" means three or more consecutive days. An
426 employee may use donated leave intermittently after the employee's prolonged absence.

427 6. The receiving employee must have exhausted all of the employee's paid leave
428 accruals prior to utilizing emergency medical leave hours.

429 7. Donated leave hours shall be excluded from the vacation and sick leave
430 payoff provisions in this chapter.

431 8. Employees do not accrue additional leave hours while utilizing emergency
432 medical leave donated hours.

433 9. If donated hours are not utilized by the donee within sixty calendar days of
434 being awarded, the hours shall be returned to the emergency medical leave program and
435 do not revert to the donor.

436 SECTION 8. Ordinance 12014, Section 23, as amended, and K.C.C. 3.12.230 are
437 each hereby amended to read as follows:

438 A. All employees eligible for comprehensive leave benefits shall be granted the
439 following designated holidays with pay:

- 440 1. January 1, New Year's Day;
- 441 2. Third Monday in January, Martin Luther King, Jr. Day;
- 442 3. Third Monday in February, President's Day;
- 443 4. Last Monday in May, Memorial Day;
- 444 5. June 19, Juneteenth;
- 445 6. July 4, Independence Day;
- 446 7. First Monday in September, Labor Day;

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- 447 8. Second Monday in October, Indigenous Peoples' Day;
448 9. November 11, Veterans Day;
449 10. Fourth Thursday in November, Thanksgiving Day;
450 11. Friday after Thanksgiving, Day after Thanksgiving;
451 12. December 25, Christmas Day; and
452 13. ~~((For an employee who is eligible for comprehensive leave benefits, t))~~ Two
453 personal holidays, for employees who are employed on February 1, which shall be added
454 to the employee's vacation bank ~~((in))~~ on the ~~((second full pay period of the calendar year~~
455 ~~or upon hire))~~ paycheck that includes February 1. New employees eligible for
456 comprehensive leave benefits hired between February 2 and November 15 shall be
457 awarded two personal holidays upon hire. New employees eligible for comprehensive
458 leave benefits hired after November 15 shall not receive two personal holidays for that
459 calendar year.

460 B. For holidays falling on a Saturday, the Friday before shall be a paid holiday.
461 For holidays falling on a Sunday, the Monday following shall be a paid holiday.

462 C. An employee must be eligible for comprehensive leave benefits and in a pay
463 status on the day before and the day following a holiday to be eligible for holiday pay.
464 However, an employee who has successfully completed at least five years of county
465 service and who retires at the end of a month in which the last regularly scheduled
466 working day is observed as a holiday, shall be eligible for holiday pay if the employee is
467 in a pay status the day before the day observed as a holiday. An employee otherwise
468 eligible for holiday pay shall not be ineligible as a result of not being in a pay status on
469 the day before or after the holiday due to budgetary furlough.

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470 D. When a holiday falls on the scheduled day off of a full time employee entitled
471 to comprehensive leave benefits who works other than a five-day, eight-hour schedule,
472 the employee shall be given a deferred holiday. The employee and the employee's
473 supervisor shall jointly select another day, preferably within the same pay period, for the
474 employee to take as holiday. Deferred holidays for a part-time hourly employee eligible
475 for comprehensive leave benefits shall be prorated to the employee's schedule.

476 SECTION 9. Ordinance 12014, Section 52, as amended, and K.C.C. 3.15.030 are
477 each hereby amended to read as follows:

478 A. The director may reclassify any position to an existing or new classification.

479 B. An employee or a group of employees may request that a position or group of
480 positions be reclassified for the following reasons:

481 1. The employee's position is not assigned to the appropriate classification;

482 2. A significant or gradual change has occurred in the employee's on-going
483 duties or responsibilities over a period of at least one-year; or

484 3. A departmental reorganization or council action has caused the duties of the
485 position to change.

486 C. ~~((Group reclassifications may be submitted if all of the employees' positions
487 are in the same classification in the same section of a division. The director shall
488 evaluate each position individually, reserving the right to place individual positions into
489 different classifications.~~

490 ~~D.))~~1. An employee is not eligible to submit a reclassification request if:

491 ~~((+))~~ a. ~~((F))~~it has been less than twelve months since the date of a previous
492 classification determination for the position;

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493 ~~((2-))~~ b. ~~((F))~~the employee is on probation;

494 ~~((3-))~~ c. ~~((F))~~the employee is on a performance improvement plan; or

495 ~~((4-))~~ d. ~~((F))~~the employee is asking for the reclassification of a special duty
496 position.

497 2. Temporary and term-limited temporary employees may not request a position
498 reclassification, except as noted in subsection D. of this section.

499 D. Group classifications may be submitted if all of the employees' positions are
500 in the same classification in the same section of a division. Term-limited temporary
501 employees may be reclassified as part of a group classification, but only if the group
502 includes at least one regular employee. The director shall evaluate each position
503 individually, reserving the right to place individual positions into different classifications.

504 E. When the director reclassifies a position to a higher classification, the ~~((pay))~~
505 rate of pay of the incumbent employee shall be increased to the first step of the pay range
506 of the new classification or the step that is at least five percent above the former rate of
507 pay, whichever is greater.

508 F. When the director reclassifies a position to a lateral classification, the ~~((pay))~~
509 rate of pay of the incumbent employee shall remain at the same step of the pay range.

510 G. When the director reclassifies a position to a lower classification, the ~~((pay))~~
511 rate of pay of the incumbent employee shall be the highest step in the new pay range that
512 does not exceed the employee's current ~~((pay))~~ rate of pay.

513 H. A pay increase as a result of a reclassification may not exceed the top step of
514 the new range, unless the employee's former pay includes above-Step-10 ~~((incentive))~~
515 merit pay. If the employee's former pay includes ~~((an))~~ above-Step-10 ~~((incentive))~~ merit

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516 pay, the employee's new pay is calculated (~~((upon))~~) using the above-Step-10 amount. If
517 the increase from reclassification results in pay that is above the top step of the new
518 range, the pay shall be reduced to the top step of the new range at the end of the incentive
519 period, unless the employee requalifies for (~~((an))~~) above-Step-10 (~~((incentive))~~) merit
520 award.

521 I. Implementation of a reclassification and any related pay change shall be
522 effective at the start of the pay period following receipt of the completed reclassification
523 request form at the department of human resources, except a reclassification to a lower
524 pay grade shall be effective at the start of the pay period at least thirty calendar days after
525 notification of the classification determination from the department of human resources.

526 J. A reclassified employee shall not serve a probationary period in the new
527 classification.

528 K.1. When an employee's position is reclassified retroactively into a
529 classification with a different Fair Labor Standards Act of 1938 status, the change in
530 status shall be prospective only.

531 2. When an employee's position is reclassified from a Fair Labor Standards Act
532 of 1938 exempt classification to a Fair Labor Standards Act of 1938 non-exempt
533 classification, the employee (~~((will))~~) shall be paid overtime pay from the date of the
534 reclassification decision.

535 3. When an employee's position is reclassified from a Fair Labor Standards Act
536 of 1938 non-exempt classification to a Fair Labor Standards Act of 1938 exempt
537 classification, the employee shall receive a cash out of all accrued compensatory time.

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538 SECTION 10. Ordinance 14233, Section 7, as amended, and K.C.C. 3.15.140 are
539 each hereby amended to read as follows:

540 A.1. A department director and, when required, the director of the department of
541 human resources may assign an employee in a regular position to an existing (~~higher-~~
542 ~~level~~) classification for a limited term when the (~~higher level~~) duties and
543 responsibilities of the other classification comprise the majority of the work performed
544 for a minimum of thirty calendar days.

545 2. Temporary employees, including term-limited temporary employees, are not
546 eligible for special duty assignments.

547 B.1. Depending upon the type of special duty assignments needed for business
548 operations, special duty assignments may be made for up to a maximum of five years.

549 ~~((1.))~~ 2. Assignments may be approved for up to a term of twelve months if
550 authorized in advance by the department director to backfill for a vacant regular position,
551 or to provide additional staffing needed:

552 a. due to work that exceeds either the volume or complexity, or both, than what
553 is routinely expected, but the work is of a limited duration;

554 b. due to work that is unanticipated due to unique circumstances that are not
555 expected to reoccur; or

556 c. to either develop or implement, or both, a new function, system or proposal.

557 ~~((2.))~~ 3. Assignments may be approved for up to a term of up to three years if
558 authorized in advance by the director to perform a significant or substantial body of
559 work, such as a nonroutine project or work related to the initiation or cessation of a
560 county function, project or department.

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561 ~~((3-))~~ 4. Assignments may be approved for up to a term of five years if
562 authorized in advance in writing by the director:

563 a. to backfill a regular position, when:

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

566 (2) an employee is absent because of military service; or

567 (3) an employee is absent because of a special duty or another assignment;

568 and

569 b. to staff or backfill staff on a clearly defined grant-funded, capital
570 improvement or information systems technology project.

571 ~~((4-))~~ 5. A special duty backfill assignment may not exceed the term of the
572 incumbent employee's absence.

573 ~~((5-))~~ 6. Special duty assignments to salaried classifications shall be made in
574 full-week increments, from Saturday through Friday.

575 ~~((6-))~~ 7. An employee's special duty assignment shall end when management
576 becomes aware that the employee's absence will exceed thirty calendar days or at the
577 conclusion of a thirty-day absence, whichever occurs first.

578 C. A special duty assignment must be made in writing to the employee before the
579 beginning of the assignment. The written notice must provide the classification title and
580 description and must list the specific duties that the employee is to perform and the
581 duration of the assignment. The written notice must also include a statement that the
582 assignment does not confer on the employee any new privilege, right of appeal, right of
583 position, transfer, demotion, promotion or reinstatement. A special duty assignment may

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584 be revoked at any time at the discretion of the appointing authority. Special duty pay
585 may not be assigned retroactively.

586 D. ~~If ((F))~~ the special duty assignment is to a higher-level classification, the pay
587 increase shall be to the first step of the pay range of the higher-level job classification or
588 a flat five percent above the base rate of pay, whichever is greater.

589 E. If the employee was receiving above-Step-10 ~~((incentive))~~ merit pay, the pay
590 for the special duty assignment is calculated using the ~~((incentive))~~ merit pay and may
591 result in ~~((incentive))~~ merit pay while in the special duty assignment.

592 F. If an assignment is to a lateral or lower-paying classification, the employee
593 shall continue to receive their current rate of pay for the assignment.

594 G. While on special duty assignment, the employee shall continue to be eligible
595 for step increases in the employee's regular position. If the employee is at Step-10 in the
596 employee's regular position, the employee shall be eligible for step increases in the
597 special duty classification.

598 ~~((G-))~~ H. Any accrued compensatory time shall be cashed out before an hourly
599 employee begins a salaried special duty assignment, and before an employee in an hourly
600 special duty assignment returns to a salaried regular position.

601 ~~((H-))~~ I. When the special duty assignment is completed, the employee's pay shall
602 revert to the ~~((pay))~~ rate of pay the employee would have received if the employee had
603 not been assigned to special duty.

604 ~~((I-))~~ J. Special duty pay shall not be considered part of an employee's base
605 ~~((pay))~~ rate of pay for purposes of placement within a salary range as a result of
606 promotion or reclassification, for purposes of cashing out vacation or sick leave or when

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607 making vacation or sick leave donations. If the special duty position is converted to a
608 regular position while the employee is serving in the special duty assignment, and the
609 employee is promoted into the regular position, the employee's rate of pay shall not be
610 lower than the rate of pay the employee received during the special duty assignment. The
611 promoted employee may be placed at a higher step in the pay range if the employee's
612 department director determines the action is warranted based on the criteria in K.C.C.
613 3.12.130.

614 ~~((J.))~~ K. When the special duty assignment is hourly, the employee's special duty
615 pay ~~((will))~~ shall be used for the computation of overtime and compensatory time.

616 ~~((K.))~~ L. If the special duty position is converted to a regular position and the
617 employee who served in the special duty position is hired into the regular position within
618 one year of serving in the special duty assignment, the time served in the special duty
619 position ~~((will))~~ shall count toward any required probationary period. If the time served
620 in the special duty position was longer than the required probationary period, the
621 employee's probationary period shall be considered served.

622 ~~((L.))~~ M. The executive shall notify the council each year in writing of the total
623 number of county employees on special duty assignment by department. The executive
624 shall file ~~((a paper original and))~~ an electronic copy of each memorandum with the clerk
625 of the council, who shall retain ~~((the original))~~ a copy and provide an electronic copy to

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- 626 all councilmembers and the lead staff for the government accountability and oversight
627 committee or its successor.

Ordinance 19563 was introduced on 8/16/2022 and passed as amended by the Metropolitan King County Council on 12/13/2022, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

Claudia Balducci

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Claudia Balducci, Chair

ATTEST:

DocuSigned by:

Melani Pedroza

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Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 12/22/2022, _____.

DocuSigned by:

Dow Constantine

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Dow Constantine, County Executive

Attachments: None

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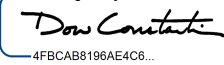
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Completed	Security Checked	12/22/2022 2:26:58 PM

Payment Events	Status	Timestamps
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