1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

King County

KING COUNTY

Signature Report

Ordinance 19063

Proposed No. 2020-0100.1 **Sponsors** Balducci

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Professional and Technical Employees, Local 17 (Staff Finance - Department of Community and Human Services) representing employees in the department of community and human services; and establishing the effective date of the agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated by and between King County and Professional and Technical Employees, Local 17 (Staff Finance - Department of Community and Human Services) representing employees in the department of community and human services which is Attachment A to this ordinance, is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of the agreement shall be effective upon

completion of approval process by King County, through and including December 31, 2020.

Ordinance 19063 was introduced on 2/25/2020 and passed by the Metropolitan King County Council on 3/10/2020, by the following vote:

Yes: 8 - Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci
Excused: 1 - Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Claudia Balducci, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

RECEIVED
2020 MAR 17 PM 12:45
CLERK
KING COUNTY COUNCIL

APPROVED this 16 day of MARCH, 2020.

Dow Constantine, County Executive

Attachments: A. Master Labor Agreement - Appendix 66

Master Labor Agreement (MLA) - Appendix 66
Agreement Between King County
Professional and Technical Employees, Local 17
Staff Finance - Department of Community and Human Services
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APPENDIX 66
BETWEEN
KING COUNTY AND
PROTEC 17: DEPARTMENT OF COMMUNITY AND HUMAN SERVICES - FINANCE STAFF UNIT

PREAMBLE: This Appendix in conjunction with the Master Labor Agreement constitutes a Collective Bargaining Agreement, the terms of which have been negotiated in good faith by representatives of King County (the County) and PROTEC17 (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council ("the Council") and the Union.

DEFINITIONS. Definitions that apply to this Agreement are found under King County Code ("Code") 3.12.010, except as expressly defined otherwise in the Agreement. If a Code definition change is made that affects this Agreement, the County agrees to bargain the effects of the change to the extent required by law.

ARTICLE 1: UNION RECOGNITION

Section 1.1. Bargaining Unit. The County recognizes the Union as the exclusive collective bargaining representative of all employees whose job classifications are listed in the attached Addendum A in the Department of Community and Human Services, Finance and Administration Section and Regional Housing & Community and Human Services Section pursuant to PERC Decision 12974 – PECB.

Section 1.2. Union Membership and Dues Deduction. The Union and County have set forth their agreements per the Union Membership and Dues Deduction Memorandum of Agreement, as amended.

Section 1.3. Labor-Management Committee. The Department and the Union agree to establish and charter a Labor-Management Committee (LMC) in a timely fashion. The purpose of LMC is to deal with matters of general concern to the Union and the Department. It is understood that LMC meetings are consultative in nature and are not the venue for bargaining, resolving individual issues, or for discussing grievances.

Section 1.4. Bargaining Unit List. Upon request, the County will provide the Union with a current listing of all employees within (30) days of the request, but not to exceed twice per calendar

year. Such lists shall include the name of the employee, current classification, seniority, and work location or mail stop code, whichever is more accurate.

Section 1.5. Union Stewards. Authorized representatives of the Union may have reasonable access to its members in County facilities for transmittal of information or representation purposes, as long as notice is provided by the union, and approval is provided by the appropriate County supervisor(s). The work of the county employees, facilities, and services to the public should be unimpaired when access is permitted during work hours. Stewards, with approval of their supervisor, will be allowed reasonable time to perform their representational duties (e.g., investigating grievances, attending Weingarten meetings) during regular hours without suffering a loss in pay.

Section 1.6. Release Time for Grievances and Appeals. Employees who have filed a grievance or appeal will be paid release time during their regularly scheduled hours to attend such meetings with management and reasonable consultation with their Union representative.

ARTICLE 2: NONDISCRIMINATION

Section 2.1. Nondiscrimination. The County and the Union agree that they will not discriminate against any employee by reason of race, color, sex, age, creed, marital status, national origin, religion, pregnancy, gender, gender identity or expression, genetic information, sexual orientation, veteran or military status, use of a service animal; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Department.

Section 2.2. Avenue of Redress. King County employees should pursue discrimination complaints through the reporting process outlined in the King County Nondiscrimination, Anti-Harassment & Inappropriate Conduct Policy. If a complaint does not adhere to the policy process, the Union may communicate the process issue to the Department of Human Resources Director for review and consideration. Alternatively, employees may choose to file a charge with an appropriate Federal, County, City or State agency. Any complaints under Article 2 shall not be subject to the grievance procedure.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1.

The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority and to direct the workforce except as may be limited by the express provisions of this Agreement. Such functions of the County include, but are not limited to, determining the mission, budget, organization, number of employees, and internal security practices of the Department; recruiting, examining, evaluating, promoting, training, transferring employees, and determining the time and methods of such action; disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and directing the work force; developing and modifying class specifications; determining the method, materials, and tools to accomplish the work; establishing reasonable work rules; assigning the hours of work; determining work locations; and the right to take whatever actions may be necessary to carry out the Department's mission in case of emergency.

Section 3.2. Employee Probation.

Employees hired into a regular Career Service position must first serve a six month probationary period, which may be extended for up to twelve months by the County. During a probationary term, employees are considered in "at-will" employment, and may be separated without just cause. Probationary terminations are not subject to the grievance procedure or appeal.

When the County extends an employee's probation, the employee will also receive written notice about the extension, the reason(s) for the extension, and its duration. If the County fails to provide appropriate written notice to the employee due to clerical error, the employee's probation shall still be extended, but upon receiving notice of the error the County will promptly provide written notice to the employee about the extension, the reason(s) for the extension, and its duration.

ARTICLE 4: EMPLOYEE EXPECTATIONS

Section 4.1. Personnel Files. Upon request, employees may examine their personnel files in the Department's Human Resources Office. Employees will be notified when material is placed into the employee's file related to disciplinary action and job performance. The employee shall have the right to add a written rebuttal statement from their perspective into their personnel file.

Section 4.2. Performance Standards. Management will communicate to the employee upon hire and during periodic review sessions about the performance expectations of a position,

workplace expectations (e.g., based on relevant personnel policies/rules), and identify performance concerns promptly when the supervisor becomes aware of the issue(s). Management will also discuss with the employee if there is a significant change in job duties or if the performance standards change.

Section 4.3. Workplace Expectations. The County and Union recognize the critical importance of obtaining the high levels of performance from employees and workplace respect, and thus have mutually embraced a commitment to quality work performance. The County and Union share a mutual interest in promoting a workplace for employees that is respectful and professional; thus, supporting employees high levels of performance. Toward this end, either party may request to meet about whether these commitments and/or values are being upheld in the work place.

ARTICLE 5: PERFORMANCE EVALUATIONS

Section 5.1. Schedule of Performance Evaluations. Career service employees will receive performance evaluations at least once during their probation period, and annually thereafter. If the County substantively changes performance evaluations, the union shall receive notice and an opportunity to bargain to the extent required by labor law.

Section 5.2. Appeals to Performance Evaluations. In accordance with Section 15.3. of the King County Personnel Guidelines, as amended, the following appeal process option shall be provided.

5.2.1. Within five working days after a copy of the performance appraisal form is given to the employee, the employee may request additional review and consideration by their division director (or, where the employee's supervisor is the division director, the department director). The employee should prepare a written request, which includes the following elements:

- Identify the appraisal by date, the name of the evaluator, and the date the appraisal was received.
- Specify the ratings or comments that the employee believes are incorrect.
- State the ratings or comments the employee believes should be made on the appraisal.

- Give facts substantiating each change requested.
- Keep a copy of the written request and send the original to the division (or department) director.

5.2.2. Upon receiving the request, the division (or department) director will have (15) calendar days to meet with the employee. The division (or department) director will either sustain or change the performance appraisal, and notify the employee of the decision in writing. In case of a change to the appraisal, a copy of the revised appraisal is to be included with the decision.

5.2.3. In the event that the issue is not resolved by the division director, the employee may, within (15) calendar days of the meeting with the division director, meet with the department director, who will notify the employee of the decision in writing. The department director's decision to sustain or change the performance appraisal will be final.

5.2.4. Employees may include a rebuttal statement to a performance evaluation or appeal decision.

ARTICLE 6: HOURS OF WORK

Section 6.1. Workweek. The standard work week shall consist of forty (40) hours per week, exclusive of lunch periods. Scheduled workdays shall be determined by the County. Employees may request to have lunch periods for thirty (30) minutes or sixty (60) minutes subject to approval by the County.

Section 6.2. Workday. The establishment of reasonable work schedules is vested within the purview of the County management and may be changed from time to time. Fourteen (14) calendar days advance notice shall be afforded employees when involuntary permanent changes to a regular schedule are required by the Department. The County agrees to consider employee initiated requests for alternative work schedules, (e.g., 9-80 or 4/10 work schedule), or the opportunity to telecommute consistent with efficient and effective County operations. Management has discretion to approve, deny, modify, or revoke alternative work schedules and telecommute arrangements with (14) calendar days' notice to the impacted employee(s), and such decisions shall not be subject to appeal through the grievance procedure.

ARTICLE 7: WAGE COMPENSATION

Section 7.1. Wage Rates. The parties agree that the classification titles shall be compensated at the pay ranges and steps as shown in attached "Addendum A." Annual General Wage Increases (GWI) shall occur pursuant to the terms of the 2019-2020 Total Compensation Agreement.

Section 7.2. Step Progression. Regular Career Service employees who start at step 1 shall advance from step 1 to step 2 upon successful completion of their probationary period. Thereafter, regular Career Service employees shall receive a one-step increase effective January 1 based upon demonstrating satisfactory performance until they reach the top step of the range. Regular career service employees hired above step 1 do not receive a step increase after completion of probation, but will be eligible to progress to the next step annually on January 1 provided performance is satisfactory.

Term Limited Temporary (TLT) employees are eligible to receive a one-step increase one year from their date of hire in the position provided they have demonstrated satisfactory performance, and annually thereafter subject to continued satisfactory performance.

For purposes of this Section, "satisfactory performance" shall mean either an overall rating of "meets standards" or "exceeds standards" on the employee performance evaluation utilized by the department. The "meets standards" is equivalent to an overall score of 3.0 on the current performance evaluation. Employees under this Agreement are not under the County's merit system as provided under KCC 3.15.020.

Section 7.3. Pay Upon Promotion. Employee pay shall be increased consistent with King County Code 3.15.130, as amended.

Section 7.4. Pay Upon Demotion. Employee pay will be reduced to the same step in the lower pay range of the classification in which the employee demotes.

Section 7.5. Overtime. FLSA Non-Exempt employees shall be paid at an overtime rate of time and one-half (1-1/2) their regular rate of pay for all actual hours worked in excess of forty (40) hours per workweek.

ARTICLE 8: EMPLOYEE LAYOFF AND RECALL RIGHTS

Section 8.1. Layoff Process. In the event of a reduction in force due to lack of work, lack of funds or considerations of efficiency, layoffs shall be conducted at a department, division, or section level. The order of layoff shall be conducted by classification based on merit as defined by Step 1 and 2 below. Where two or more career service employees within a class are of substantially equal merit, bargaining unit seniority as defined by Section 8.3 shall determine the order of layoff as between those employees with the lowest senior laid off first. In lieu of laying off a career service employee, the Department Director (or designee) may reassign the employee to a comparable, vacant position, when the Director determines the reassignment to be in the best interests of the county, and the employee accepts the reassignment.

Step 1: The Department will determine the classification(s) subject to layoff, and then determine the organizational scope of positions included in the layoffs such as Finance & Administration or Regional Housing & Community Development (e.g., Section level) or at the Division or Department level.

Step 2: Once the scope of layoffs has been decided, the merit of employees in the classification positions within that organizational unit will be reviewed. Employees in positions within the scope of layoffs with the lowest merit will be subject to layoff first. Merit decision must be equally applied to all persons in the classification within the organizational scope of layoffs. (e.g., if the Department determines (2) PPM 3s in a particular section of the Department will be subject to layoff, all of the PPM 3s in that section shall be subject to the merit review, but PPM3s outside that section, but within the bargaining unit, will not be reviewed or be subject to layoff. In reviewing the merit of employee(s) within a predetermined scope of layoffs, the Department will determine the following:

- **Step 2(a).** Does the employee have the ability to perform the functions that will remain in the work unit after layoffs, including whether incumbents have the requisite knowledge, skills and abilities (KSAs) to perform the functions of the remaining position(s). The KSAs should be compiled by a subject matter expert of the group impacted by layoffs, and a courtesy copy shall be provided to the union for review. Any employee(s) that do not have the necessary KSAs to perform

the functions of remaining positions will be subject to layoff first.

➢ **Step 2(b).** The merit rank of employee incumbents in a classification position subject to layoff shall be established by the Department from highest to lowest in the classification with the lowest being subject to layoff first. To determine merit rank, the Department will review and compare recent performance evaluations, commendations, and any disciplinary records. Where two or more employees within a class are of substantially equal merit, bargaining unit seniority shall determine the order of layoff as between those employees with the lowest senior laid off first. Upon Union request, the Department shall provide the merit rank list to the Union, and describe how the merit rank list was determined by the Department by individual position.

Section 8.2. Recall. An employee that has been laid off will be placed on a recall list for a period of two (2) years from the date of layoff. In filling a vacant bargaining unit position, the County will offer it to an employee on the recall list prior to hiring from the outside, assuming the employee on the list is qualified for the position, and did not receive negative documented performance issues or disciplinary action in two (2) years prior to the layoff date. In the event more than one employee on the recall list is equally qualified for the position, the employee with the highest seniority will be recalled first Employees who are recalled to the same position within the two (2) year period after layoff will not have to serve a probationary period and be hired back with the same step placement.

Section 8.3. Seniority. Employee bargaining unit seniority shall be determined by the Adjusted Service Date in a career service position covered by this Agreement. Additionally, time in a temporary position (i.e. Term-Limited-Temporary) in a position covered by this Agreement will also be counted if there is no break in service that exceeds 30 calendar days when an employee moves from a term-limited temporary position into a career service position, or up to a 2 year break for employees recalled from layoff.

ARTICLE 9: WAIVER CLAUSE

Section 9.1. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth

in this Agreement. Unless otherwise mutually agreed, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 10: WORK STOPPAGE

Section 10.1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 10.2. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section 10.3. Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without leave. The County may consider such absence a resignation. Such employees are also subject to discharge, suspension, or other disciplinary action.

ARTICLE 11: DURATION

11.1. This contract shall become effective upon ratification by the Association and the conclusion of the approval process by King County through December 31, 2020. Unless otherwise provided in this Agreement, all changes effectuated by the Agreement shall be effective following the parties' full and final ratification of the Agreement.

APPROVED this _____ day of _____, 2020.

By: _____

King County Executive

For Professional and Technical Employees,
Local 17:

_____

Lorelei Walker, Union Representative

ADDENDUM A - WAGES

Job Class Code	PeopleSoft Job Code	Classification Title	FLSA	Range*
214113	2131100	Business and Finance Officer I	Non-Exempt	53
214218	2131200	Business and Finance Officer II	Exempt	58
411114	4101100	Fiscal Specialist I	Non-Exempt	34
411218	4101200	Fiscal Specialist II	Non-Exempt	38
411319	4101300	Fiscal Specialist III	Non-Exempt	42
*All salary ranges are on the King County Squared Table Salary Schedule.				

Bargaining unit contains above classifications in the Finance & Administration and Regional Housing & Community Development section of the Department of Community and Human Services only per Decision 12974 – PECB.

ADDENDUM B: Supplementary Terms

(1) Master Labor Agreement. The Union and County agree that all Articles in the Master Labor Agreement shall apply in full to this bargaining unit, including all Articles identified in the non-supersede section without modification to those provisions. The parties further agree any successor Master Labor Agreement, including amendments, shall also apply to this bargaining unit.

(2) Total Compensation Agreement. The terms of the Total Compensation Agreement (2019-2020) [000U0318_TotalComp_2019-2020], shall apply to this bargaining unit, including 1(B).

(3) Exception to Section 7.2. Step Progression. Employee with Peoplesoft #000067331 shall continue to be eligible to receive Merit-Over Top Pay (MOT) per the Executive Branch Performance Appraisal and Merit Pay System Guidelines based on outstanding performance while in their current Fiscal Specialist III classification until the employee vacates the classification for any reason. If the employee is selected for a Special Duty, this shall not be considered vacating their Fiscal Specialist III classification for purposes of this exception. [See Master Labor Agreement 15.4(B) for applicable rules concerning pay calculation in this circumstance].

(4) HRA VEBA. The King County HRA VEBA benefit is a tax-free, post-retirement medical expense account used by retirees and their eligible dependents to pay for qualified medical expenses. This bargaining unit is eligible to participate in VEBA benefits pursuant to the "Joint Labor Management Insurance Committee VEBA Memorandum of Agreement", document code 000U0114_VEBA ("MOA"). The Union may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the following year.

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

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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, ELIGIBILITY[1]

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***

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

Appendix, for holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

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

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

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.

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 LEAVE[2]

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,

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

accrued sick leave shall be restored, but such restoration shall not apply where the former employment was 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 LEAVE[3]

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

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

working the 35 hour work week.

A. Vacation accrual rates for an employee who works other than the full time schedule standard for his or her 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

For Professional and Technical Employees,
Local 17:

_____
Lorelei Walker, Union Representative

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 Professional and Technical Employees,
Local 17:

_____
Lorelei Walker, Union Representative

For King County:

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

EXHIBIT B
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17 (STAFF FINANCE - DEPARTMENT OF COMMUNITY AND HUMAN SERVICES) [447]
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 LEAVE[1]

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: Professional and Technical Employees, Local 17
(Staff Finance - Department of Community and Human Services):

_____ _____
Lorelei Walker Date
Union Representative

[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: Professional and Technical Employees, Local 17
(Staff Finance - Department of Community and Human Services):

_____ _____
Lorelei Walker Date
Union Representative

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: Professional and Technical Employees, Local 17
(Staff Finance - Department of Community and Human Services):

_____ _____
Lorelei Walker Date
Union Representative