

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Teamsters Union**



And

**KING COUNTY (154)
PROFESSIONAL & TECHNICAL AND
ADMINISTRATIVE EMPLOYEES (F1A/F3A)**

Term of Agreement

January 1, 2021 - December 31, 2024

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, provided all dues and other financial obligations are paid to Local Union 117, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current and/or request a withdrawal by contacting the office at (206) 441-4860.

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

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

PREAMBLE

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

DEFINITIONS

- 1. Director:** Chief Officer or designee of an Executive Branch agency (i.e., departments, divisions, and offices), or the Chief Officer or designee of a separate branch of County government agency (i.e., Superior Court, District Court, Prosecuting Attorney's Office, and Council).
- 2. Designee:** Representative selected by Director.
- 3. Comprehensive leave eligible employee/position:** Full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees.
- 4. Loco Parentis:** An individual who assumes the parental rights, duties, and obligations without going through the legal formality of adoption.
- 5. Agency:** Executive Branch of County government.
- 6. County:** Executive Branch and separate branches of County government.

PURPOSE STATEMENT

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

COALITION INDIVIDUAL BARGAINING AGREEMENTS

- 1.** CLA bargaining occurred for the purpose of "bargaining standard practices, procedures, and CBA provisions." The CLA "will bring greater efficiency to King County and support its Best Run Government principles. The CLA 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/Appendices) shall remain in effect unless modified by mutual agreement by the CLA.

3. Any lesser conditions contained in an Appendix shall be superseded by the conditions contained in this CLA. However, except where specifically stated otherwise in the CLA, nothing in the CLA shall deprive any employee of any superior benefit contained in their Union's Appendix.

4. Separate Branches of County Government. The parties agree that provisions in this CLA governing hours and working conditions do not apply to the Prosecuting Attorney's Office, Superior Court, District Court and Council. Those agencies have the authority to negotiate hours and working conditions separate and apart from this CLA.

ARTICLE 1: COALITION BARGAINING AGREEMENTS SUPERSEDING

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 CLA Articles shall supersede language on the same Articles in the Appendix.

ARTICLE 2: MILITARY LEAVE

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

ARTICLE 3: UNPAID LEAVES OF ABSENCE

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

3.2. Long-Term Leaves of Absence. The director may grant a leave of absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a period longer than 30 days. Requests for leaves of absence without pay that are for medical/health reasons for a period longer than 30 days must be approved by the Director of the Department of Human Resources. 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 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 employees who are taking leaves of absence.

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

ARTICLE 4: LEAVE FOR VOLUNTEER SERVICE

4.1. Comprehensive leave eligible 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 the County's leave request procedures, specifying the name of the school and/or organization and the nature of the volunteer services to be performed. Additionally, the employee's supervisor may request in advance that the employee obtain written proof of the service from the volunteer organization or school.

ARTICLE 5: JURY DUTY

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

An employee will receive their compensation, while on jury duty, in accordance with the appropriate Appendix.

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

5.3. Employees who are ineligible for comprehensive leave benefits shall follow the notification procedures above, and shall be released from work duties for the duration of their assigned jury duty period, but shall not be compensated for their time spent on jury duty. These employees may retain any jury duty pay received.

Employees will receive their compensation, while on jury duty, in accordance with the appropriate Appendix.

ARTICLE 6: DONATED LEAVES

6.1. *Nothing in this Article impacts any bargaining unit that has the ability to donate more sick leave than provided in Article 6.6.*

6.2. No Solicitation. All donations 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 leave hours.

6.3. Approval for Donations. Donations require written approval from the comprehensive leave eligible donating and receiving employee's directors. If approved, the donated leave will be available the next full pay period after notification of the donation is received by Payroll from the Department of Human Resources (DHR).

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

6.5. No Accruals on Donated Leave. Accrued leave will not accrue on donated leave as it is used.

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

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

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

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

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

balance at the time of donation.

E. Sick leave and Extended Sick Leave (ESL) hours. An employee is limited to donating a total of 25 hours of accrued sick leave or ESL per calendar year, provided the donating employee's leave balance will be 100 hours or more following the donation.

6.7. Calculation of Donated Leave. All donated leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received and placed in the receiving employee's donated leave bank.

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

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

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

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

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

A. The County will create a pilot program, whereby a comprehensive leave eligible employee may donate a portion of their accrued leave hours (i.e., vacation leave, sick leave, BT, ESL) to an "Emergency Medical Leave Fund" (Fund) that is managed by DHR. At the County's discretion, the pilot program can either be continued as a regular program or discontinued upon 30-day written notice to the Coalition Co-Chairs.

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

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

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

2. The maximum donation an employee can receive per year is up to 80 hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80,

74, or 70 hours), or 80 hours for employees on the semi-monthly payroll period who are normally scheduled for 40 hour workweeks, prorated for part-time employees.

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

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

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

6.10. Donation of Vacation or Compensatory Hours to Nonprofit Organizations. The executive may implement a process providing the opportunity for comprehensive leave eligible employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

6.11. Donation to an Account or Program to Benefit Children of Deceased Employee. If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under 23 years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

ARTICLE 7: PAID PARENTAL LEAVE

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

7.2. Benefit Amount. An employee's supplemental parental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be taken within one year of the child's birth or placement in the home. The employee will receive the equivalent of their full salary for up to a total of 12 weeks, when combined with the employee's accrued leave (except for one week of sick leave and one week of vacation leave, or the equivalent for Benefit Time). The employee is permitted to use the supplemental leave first. Additionally, the employee may choose to take less than 12 weeks of leave. PPL is not subject to

cash out. An employee who does not return to work for at least six months of continuous service following the leave, will be required to reimburse the County for the PPL funds received.

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

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

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

7.6. Job Protection. PPL is protected leave. Barring 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 PPL. For purposes of overtime calculations, PPL shall be considered the equivalent of sick leave.

ARTICLE 8: BEREAVEMENT LEAVE

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

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

- A. spouse or domestic partner,
- B. legal guardian, ward, or any person whom the employee has legal custody,
- C. the following family members of the employee, the employee's spouse, or the employee's domestic partner:
 - 1. a child,
 - 2. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),
 - 3. a grandparent,

4. a child-in-law,
5. a grandchild, or
6. a sibling.

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

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

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

Nothing in this Article supersedes benefits outlined in Professional and Technical Employees, Local 17 Transit Chiefs, CBA Code 042 and Transit Superintendents, CBA Code 044 contracts.

ARTICLE 9: VACATION LEAVE CAP

9.1. All comprehensive leave eligible employees hired after December 31, 2017, shall have their accrued vacation leave balance capped at 320 hours. This shall not apply to any comprehensive leave eligible employees hired on or before December 31, 2017.

9.2. Employees eligible for vacation leave who work a 40-hour week may accrue up to either 480 or 320 hours (depending on the employee's hire date pursuant to Article 9.1). Comprehensive leave eligible employees not working a 40-hour schedule hired before January 1, 2018, 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 director has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County. The Department of Human Resources Director may develop procedures for authorizing carryover above the maximum.

ARTICLE 10: HOLIDAYS, ELIGIBILITY¹

10.1. **Holidays.** All comprehensive leave eligible employees shall be granted the

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

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
Juneteenth*	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day*	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

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

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

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

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. Annually, comprehensive leave eligible employees shall receive two personal holidays to be added to their vacation bank on the paycheck that includes February 1st. New employees eligible for comprehensive leave benefits who are hired on or before November 15th shall receive two personal holidays to be added to their vacation bank on the last day of the first pay period following their date of 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 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), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12 month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury or illness.

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

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

11.2. King County Family and Medical Leave.

A. As provided by King County Code, an eligible employee may take up to 18 weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or

placement), and for any qualifying reason under the FMLA, , 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. KCFML shall run concurrently with other federal, state and County leaves to the extent allowed, including but not limited to the FMLA, Washington State Paid Family and Medical Leave Act (PFML), and the Washington State Family Care Act.

C. In order to be eligible for KCFML leave under this Article, an employee must have been employed by the County for at least 12 months and have worked at least 1,040 hours in the preceding 12 month period for a 40 week employee or 910 hours in the preceding 12 month period for a 35 hour week employee.

D. An employee who returns from KCFML within the time provided under this Article is entitled to the same position the employee occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

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

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

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

ARTICLE 12: PROFESSIONAL DEVELOPMENT

King County shall create a Professional Development Fund to finance a Career Development Scholarship Program that will be available to King County Career Service and/or Regular employees represented by the Coalition. The County will fund the Program with \$150,000 for 2022 and \$150,000 for 2023 and \$150,000 for 2024. The Scholarship funds will be administered by the King County Department of Human Resources (DHR), and will be awarded to individual employee applicants for training, education and professional development opportunities based on DHR developed criteria and using DHR developed processes.

ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM

13.1. Supported employees performing bargaining unit work will be covered by the terms of the applicable Appendix. Supported employee classifications and assigned wage ranges have

been established in the County's classification system* and shall be accreted in all Appendices. Any contract terms identified by either party that conflicts with the needs of the Program will be discussed or bargained as appropriate in an expedited manner. With respect to any contract "bumping" rights under a reduction in force article, only those in supported employee classifications may bump others in supported employee classifications. Additionally, because the jobs are tailored to individuals' abilities and experience, the program manager and the Department of Human Resources director must review and approve any bumping decisions and notify the appropriate Union of the decision.

13.2. 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 grievances regarding bargaining unit "skimming" by supported employees. Should these "carved" duties no longer be assigned to a supported employee, said duties will revert to the bargaining units where they originated.

13.3. 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 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.

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

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

ARTICLE 14: RECLASSIFICATION AND RESULTING PAY

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

A. Reasons for Filing a Reclassification Request.

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

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

- (1) if it has been less than 12 months since the date of a previous classification determination for the position, or
- (2) the employee is on probation, or

- (3) the employee is on a Performance Improvement Plan, or
- (4) the employee is asking for a reclassification for a special duty or temporary position.

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

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

A. Implementation of a Classification Decision. The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, as applicable.

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

C. FLSA Status Change Upon Reclassification.

1. 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.

2. 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.

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

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

14.4. Reconsideration of a Classification Decision.

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

B. Appeal of a Classification Reconsideration Decision.

1. A regular employee or a group of regular employees may appeal the reconsideration decision through the grievance process under Article 26, with Union concurrence, submitted at Step-4 Arbitration, or to the Personnel Board, but not both. If the group appeal includes a TLT, the decision effecting the regular employees shall also be applied to the TLT. The appeal shall be filed in writing to the appropriate Department with a copy to the DHR Director.

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

3. Failure to submit an appeal within 30 calendar days shall be considered as acceptance of the reconsideration decision.

C. Notification of Reclassifications and Requests. The applicable Union(s) shall be notified of reclassification requests and/or decisions impacting their bargaining units, via the monthly report provided by DHR.

ARTICLE 15: SPECIAL DUTY

15.1 Definitions.

A. Special Duty Assignment – When an employee in a regular position is temporarily assigned to a classification, and the duties comprise the majority of the work performed for a minimum of 30 calendar days.

1. Temporary employees, including TLTs, are not eligible for special duty assignments.
2. Base Position – The employee’s underlying position while on special duty assignment.
3. Base Union – The Union that represents the employee’s base position.
4. 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 12 Months – Shall be approved by the director or designee to provide additional staffing:
 - (a) Due to work that exceeds either the volume and/or complexity of what is routine and is for a limited duration.
 - (b). Due to unforeseen work caused by unique circumstances, which are not expected to reoccur.
 - (c) Needed to either develop and/or implement, a new function, system, or proposal.
 - (d) 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-workweek 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 consecutive calendar days or at the conclusion of a 30-day absence, whichever occurs first.

15.3. Recruitment.

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

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

B. If an employee is hired into a regular position and served in a special duty position doing the same or substantially similar work of the regular position within one year of that hire, the employee shall receive credit towards the employee's probationary period for the time served in the special duty role. If the time served in that 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 Appendices will still apply (CBA Code 060 and CBA Code 040).*

15.4. Pay.

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

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

C. An employee on special duty will continue to advance through the wage steps of their base pay range while on special duty. If the employee is at their top step in the base classification, the employee will advance to the next step of the special duty classification.

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

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

F. When the special duty assignment is completed, the employee’s pay shall revert to the pay rate the employee is eligible to receive under the terms of their Appendix.

G. Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union’s collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to their base position. Contractual provisions relating to the base position (i.e., reduction in force, and seniority) shall continue to apply during the special duty assignment.

15.5. Paid Leave While on Special Duty.

Paid leave taken while on a special duty assignment shall be at the employee’s special duty pay rate.

15.6. FLSA Status Change.

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

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a 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 pursuant to the terms of the Appendix covering the Special Duty position. 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	<p>Employees are eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. The Executive Leave award is in accordance with the terms of the Appendix.</p> <p>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 or carried over to the next calendar year.</p>	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 or carried over the next calendar year.

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

ARTICLE 16: CONTRACTING OUT

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

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 Coalition shall be posted on the County website and in Human Resources, for a minimum of 14 calendar days.

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

18.3. Regular and TLT employees that are represented by the Coalition 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

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 (RCW 42.56.250(4)) 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

The Department of Human Resources will supply the Union with the following information within approximately five working days of a new employee's date of hire or new Union eligibility:

1. First and last name
2. USPS mail address
3. Home phone or cell phone number (if the employee provides it)
4. Work e-mail address
5. Job classification/title
6. Department
7. Division
8. Work location
9. Date of hire
10. Hourly or salary pay status
11. Rate of pay
12. FTE status (if applicable)

13. Personal e-mail address (if the employee provides it)

ARTICLE 21: UNION ENGAGEMENT

21.1. Steward Training. During each year of this Agreement the Union's principal officer may request that Union stewards be provided with up to one work day 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 weeks in advance, the names of those stewards who will be attending training. 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 (NEO) - Union Presentation. The County agrees to allow the Unions to meet the new bargaining unit employees following hire. Approximately five working days before the Union meets with the employee during the NEO period, a list of names of employees who shall be attending shall be forwarded to the Union.

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

ARTICLE 22: UNION LEAVE

22.1. Upon written application, a regular employee elected or appointed to a Union office that requires all of their time shall be given a leave of absence without pay from work, normally not to exceed a period of five 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 their time shall be given a leave of absence without pay from work, provided it can be done without detriment to County services and at least 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 & 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 the County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy, as amended. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

ARTICLE 24: REIMBURSEMENT FOR PERSONAL TRANSPORTATION

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. King County provides coverage for liability to a third party, and property damage to an employee's personal vehicle, if the use of an employee's personal vehicle was authorized, the employee is traveling during their work day (not commuting), and they were acting in good faith and within the course and scope of their employment.

This does not supersede benefits outlined in the Transportation Article in the Department of Assessments, Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 Appendix (CBA Code 220).

ARTICLE 25: INSURED BENEFITS

The County provides group medical, dental, vision, disability, accidental death and dismemberment, and life insurance plans for regular, probationary, and term-limited temporary employees as provided under the terms of the Joint Labor Management Insurance Committee of Unions "JLMIC" Benefits Agreement. The plan designs, plan features, cost co-share terms and other terms and conditions of the plans are negotiated by representatives of the County and labor organizations that are parties to the JLMIC. All labor organizations that are signatory to this Agreement agree to the JLMIC Benefits Agreement, as amended.

ARTICLE 26: GRIEVANCE PROCEDURE

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

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

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

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

26.5. Exclusive Representative. The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee. However, if employees also have access to the Personnel Board for adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Union's legal obligations for representation, unless the employee and Union mutually agree otherwise. Copies of all written reprimands, suspensions, disciplinary demotions, or discharges shall concurrently be forwarded to the Union.

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

26.7. STEP 1 - Supervisor/designee- A grievance must be presented in writing by the shop steward or the Union representative within 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 representative to discuss the grievance within 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 15 calendar days following the discussion.

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

4. Supervisors and managers shall initiate their grievances at STEP 2.

STEP 2 - Director/designee- The grievance will be presented in writing to the director for investigation, discussion, and written reply.

1. The director/designee will meet with the employee and Union to discuss the grievance within 15 calendar days of the receipt of the STEP 2 grievance.

2. The director/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.

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

STEP 3 - Office of Labor Relations -Labor Negotiator

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

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

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

STEP 4 - Arbitration - Should the decision of the 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 11 names furnished by Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Services (FMCS). The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the

arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

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

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

4. Mediation. Any party, at any time during the grievance process, can request mediation as a form of alternative dispute resolution. If mediation is requested, an impartial mediator will be selected by mutual agreement. The parties will preferably mediate the dispute using the King County Office of Alternative Dispute Resolution.

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

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

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

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

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

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

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

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

C. The designated County and Coalition Co-chairs will meet monthly, or as needed, to discuss pending grievances. Dates and times will be mutually agreed upon and identified in writing. Co-chair(s) may invite the Union representative(s), Labor Negotiator(s), and County representative(s) involved in the grievances on that meetings' agenda.

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

ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE

27.1. No regular employee shall be disciplined except for just cause (consistent with Article 26.6; STEP 4 (6.)). The County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature. It is understood that there may be egregious cases that may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require corrective action.

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

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

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

written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

27.3. Letters of reprimand shall not be used for progressive discipline after a period of 18 months from the date of issuance, other than for purposes of showing notice; provided the employee has not been disciplined during the 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 90 calendar days after the division or agency director 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 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 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 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) Appendices.

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: COMPENSATION

29.1. Wage Rates General Wage Increase (GWI).

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

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

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

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

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

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

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

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

- Both parties to agree on list of eligible employees
- Remove agreed status codes (VSP, Settlement, Term for Cause, No Notice, etc.)

- Must have worked two weeks (14 calendar days) in 2021
- Worked less than six months (14 to 182 calendar days) – Bonus Amount: \$500
- Worked more than six months (more than 182 calendar days) – Bonus Amount: \$1000

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

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

ARTICLE 30: SAVINGS CLAUSE

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

ARTICLE 31: SICK LEAVE²

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

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

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

December 31, all accrued sick leave over 40 hours will be forfeited.

B. All employees shall accrue sick leave from their date of hire.

C. The employee is not entitled to use sick leave until after it appears on the employee's pay advice. 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.

31.2. Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, in good standing, be separated for medical reasons or be laid off and return to County employment in a leave eligible position within two years, accrued sick leave shall be restored.

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

31.3. 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.

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

31.5. Paid sick leave may be used for the following reasons:

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

- 1.** Due to a mental or physical illness, injury, or health condition,
- 2.** To obtain medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions, or
- 3.** To receive preventative care.

- B.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.
- C.** In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason.
- D.** To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100.
- E.** For family and medical leave available under federal law, state law or County ordinance.
- F.** Employee's exposure to contagious diseases and resulting quarantine.

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

- A.** A spouse or domestic partner,
- B.** A child, including a biological, adopted, foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a De Facto parent, regardless of age or dependency status, or the child of the employee's domestic partner,
- C.** The parent of an employee, employee's spouse, or employee's domestic partner. Parent includes, biological, adoptive, de facto, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's domestic partner.
- D.** A grandparent, grandchild, or sibling.

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

A. 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.

B. 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.

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

ARTICLE 32: VACATION LEAVE³

32.1. Comprehensive 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

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

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

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

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

week.

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

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

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

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

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

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

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

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

ARTICLE 33: WORKING OUT OF CLASS

33.1. Working-out-of-classification occurs when an employee in a regular position is

temporarily assigned the duties of a higher paid classification for less than 30 consecutive calendar days. Employees working-out-of-classification may not be required to perform all the responsibilities of the higher-level classification, and therefore may continue to perform some of the responsibilities of their base position.

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

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

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

ARTICLE 34: TRANSPORTATION BENEFITS

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

ARTICLE 35: LEAVE FOR EXAMINATIONS

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

ARTICLE 36: ORGAN DONOR LEAVE

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

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

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

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

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

ARTICLE 37: UNION MEMBERSHIP

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

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

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

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

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

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

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

ARTICLE 38: LAYOFF TASK FORCE

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

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

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

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

ARTICLE 39: EQUAL EMPLOYMENT OPPORTUNITY

39.1. The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression.

ARTICLE 40: TELECOMMUTING

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

and state the business reason for the denial.

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

ARTICLE 41: DURATION

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

NON-SUPERSEDING CLA ARTICLES

ARTICLE 42: SAFETY GEAR AND EQUIPMENT ALLOWANCE

42.1. 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.

42.2. 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 43: AFTER HOURS SUPPORT

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

A. Standby.

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

2. Employees will be given ten 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. Equipment: The County will provide all assigned After Hours Support staff with a two-way electronic device when working After Hours Support.

7. Employees will be paid ten percent of their base hourly rate for all hours on standby.

B. 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 their workplace; except, if the PCO is within four hours of their shift start time, the employee will only be paid for the actual hours at the overtime rate. If the PCO exceeds the initial four hours, the actual hours worked shall be at the overtime rate of the employee's base hourly pay rate except if such time coincides with the employee's work shift in which case the employee will be paid their regular base hourly rate of pay.

2. An employee who has a County vehicle and can report directly to a work location and is not required to report to their workplace, will be paid two hours of overtime. If the PCO exceeds the initial two) 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 the employee will be paid their regular base hourly rate of pay.

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

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

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

ARTICLE 44: TRAINING AND LICENSING/CERTIFICATION

44.1. The County shall pay for any certification/license (except for driver's licenses),

continuing education, and training that is required by the County for the position. This includes necessary release time that is preapproved.

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

ARTICLE 45: PARKING

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

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

ARTICLE 46: WAIVER AND COMPLETE AGREEMENT

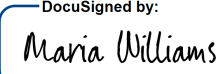
46.1. Waiver. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. Unless otherwise agreed by the parties, all letters, agreements, and understandings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

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

APPROVED this 26 day of August, 2022.

By: 
 DocuSigned by: 4FBCAB8196AE4C6
King County Executive

For The King County Coalition of Unions:



 DocuSigned by: AA902E4CF190498...

Maria Williams, Union Representative
Coalition Co-Chair
Teamsters, Local 117

8/5/2022

Date

For The King County Coalition of Unions:


 DocuSigned by: 9C7EE011347F4E7...

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

8/8/2022

Date

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
REPRESENTING
KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

UNDER THE COALITION LABOR AGREEMENT

Subject: Longevity/Incentive Pay for Administrative Support Classifications

WHEREAS, the King County Coalition of Unions (Coalition) represent certain Coalition administrative support classifications; and

WHEREAS, King County (County) and the Coalition have entered in to an agreement to provide merit pay to certain administrative support classifications;

Now THEREFORE, the parties have agreed as follows:

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

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

The classifications referenced under this section shall be referred to as “Coalition administrative support classifications” and shall not include positions covered by Coalition bargaining units eligible for interest arbitration.

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

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

B. Merit Pay. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Subsection A of this Agreement, and b) an above-top-step merit premium program. Therefore, existing bargaining units with employees which have eligibility for above-top-step merit pay as provided under KCC 3.15.020(C)(3) and as administered under the King County Performance Appraisal and Merit Pay System under their appendix, that have elected as a group to be covered by the Merit Pay System, are not eligible for longevity-merit pay under Subsection A of this Agreement; however, such bargaining units have elected to forgo above-top-step merit for their members who are part of the Coalition in order for those members to be eligible for the longevity-merit pay under Subsection A of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Subsection A of this Agreement.

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

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

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

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

6. This Agreement shall remain in effect through December 31, 2024.

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

Subject: Cross-Jurisdictional Special Duty Assignments

Introduction:

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

Agreement:

The parties agree to the following:

1. King County Notification: The County will provide the affected unions a monthly list of all cross-jurisdictional SD assignments approved for a duration of greater than six months.

2. Pay Progression in SD Assignments: Step progression is governed by the terms of the base union’s collective bargaining agreement (CBA), Coalition Labor Agreement (CLA) or personnel policies if the assignment is in a non-represented position, as appropriate. Although current practice regarding pay progression in special duty assignments is not changed by this Agreement.

3. Payment of Union Dues:

a. For assignments limited in duration to six months or less, the employee shall continue to be represented by the base union and continue to pay dues to the union representing the employee’s base classification.

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

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

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

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

5. Duty of Representation: The unions agree that, should a representational need arise during the assignment, all representational obligations will lie with the union to which the member is working in an assignment; except, the base union will continue to be responsible for representation in the areas of seniority, layoff and bumping, and discipline. In cases where a represented employee is assigned to an assignment in a position that is not represented, the employee will continue to be represented by the base union in the areas of seniority, layoff and bumping, and discipline. The union that represents the assignment will represent the employee in all other areas including, but not limited to, wages and working conditions. An employee working in a non-represented assignment will be governed by the personnel policies.

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

7. Pension Trusts:

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

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

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

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

Subject: Compensation Settlement for Implementation of Retroactive Increases

Agreement:

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

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

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

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

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

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

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

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

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

Subject: Joint Childcare Trust

Agreement:

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

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

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

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

**Coalition Labor Agreement (CLA) - Appendix for [154]
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Professional & Technical and Administrative Employees (F1A/F3A)**

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CLASSIFICATION SERIES - ELECTIONS

1 These Articles, together with the Coalition Labor Agreement (CLA), constitute an agreement,
2 the terms of which have been negotiated in good faith, between King County (the County) and
3 Teamsters Local 117 (the Union). This Agreement shall be subject to approval by Ordinance by the
4 Metropolitan King County Council (the Council) of King County, Washington.

6 **ARTICLE 1: PURPOSE AND DEFINITIONS**

7 **Section 1.1 Purpose.** The purpose of this Agreement is to promote the continued
8 improvement of the relationship between the County and its employees represented by the Union.
9 The articles of this Agreement set forth the wages, hours and working conditions for this bargaining
10 unit, in addition to the provisions bargained in the CLA. The CLA shall apply to the individual
11 bargaining unit's employees as follows:

12 A. All CLA superseding provisions.

13 B. All CLA non-superseding provisions, except:

- 14 • Article 44 Training

15 **Section 1.2 Definitions.** Definitions that apply to this Agreement are found under King
16 County Code ("Code") 3.12.010, as amended. Where there is a difference between the Code
17 definition and a definition in this Agreement, the Code will prevail. In addition to Code definitions,
18 below are additional definitions that pertain solely to this Agreement. If a Code definition change is
19 made that affects this Agreement, the County agrees to bargain the effects of the change as required
20 by law.

21 **A. Comprehensive Leave Eligible Employee/Position** – Pursuant to the CLA, all
22 full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT)
23 employees.

24 **B. Hourly Employee** - An employee who is not exempt from the Fair Labor
25 Standards Act and is eligible for overtime.

26 **C. Regular Employee** - A career service employee.

27 **D. Salaried Employee** - An employee who is exempt from the Fair Labor Standards
28 Act and is not eligible for overtime.

1 **E. Temporary Employee** - Includes probationary, provisional, short-term and term-
2 limited employees.

3 **F. Transfer** - Movement of an employee from one position to another within the
4 same classification or different classification with the same pay range of the former classification.

5 **G. Base Hourly Rate (Base Rate)** - The hourly rate of pay for the position that
6 excludes all pay premiums (e.g., wage rated premiums and additions such as special duty pay).

1 **ARTICLE 2: UNION RECOGNITION AND D.R.I.V.E.**

2 **Section 2.1 Recognition.** The County recognizes the Union as the exclusive collective
3 bargaining representative of all employees whose job classifications are listed in the attached
4 Addendum A and Addendum B made a part hereof by this reference.

5 **Section 2.2 Bargaining Unit Lists.** The County will transmit to the Union a current listing
6 of all employees in the bargaining unit(s) within thirty (30) calendar days of the Union's request for
7 such a list, not to exceed twice per calendar year. For all employees performing bargaining unit
8 work, the list shall include the name of the employee, classification, home address, department and
9 salary.

10 **Section 2.3 Payroll Deduction for Political Contributions - Democratic, Republican,**
11 **Independent Voter Education (D.R.I.V.E.).** The County agrees to deduct voluntary contributions
12 from the paycheck of all employees covered by this Agreement in accordance with the following:

13 **A.** D.R.I.V.E. shall notify the County of the amount of compensation designated by
14 each contributing employee that they voluntarily elect to contribute. The amount will be whole dollar
15 increments and calculated based on the employee's pay period.

16 **B.** The County agrees to deduct from all employees covered by this Agreement their
17 voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the full
18 amount on behalf of the contributing employee, the County will not withdraw any funds for that pay
19 period.

20 **C.** The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis,
21 in one check, the total amount deducted for each contributing employee along with the name of each
22 employee on whose behalf a deduction is made.

23 **D.** The Union will indemnify, defend and hold the County harmless against any
24 claims made and against it and any suit instituted against the County on account of any deduction or
25 lack thereof of D.R.I.V.E contributions.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 **Section 3.1 Management Rights.** The Union recognizes the prerogatives of the County to
3 operate and manage its affairs in all respects in accordance with its responsibilities and powers of
4 authority, subject to the terms and conditions of this Agreement.

5 **A. Specific Enumerated Rights.** The County shall have the right to discipline and
6 discharge temporary employees; demote, discipline and discharge regular employees for just cause;
7 the right to lay off employees for lack of work or funds, for the occurrence of conditions beyond the
8 control of the County, or when such continuation of work would be inefficient and/or unproductive.
9 The County shall further have the right to hire, appoint, promote, train, transfer, assign and direct the
10 workforce; determine work locations and assign employees to those locations; evaluate employee
11 performance; contract out work; develop and modify classification specifications, allocate positions
12 to those classifications, allocate employees to the positions; determine reasonable work shifts and
13 schedules; schedule overtime work; establish the methods and processes by which work is performed;
14 establish reasonable rules; and the right to take whatever actions are necessary in emergencies in
15 order to assure the proper functioning of the Department.

ARTICLE 4: HOLIDAYS

Section 4.1 Holiday Benefits and Observance.

A. Holiday Benefits. Holiday benefits (pay or paid leave) shall be based on the number of hours in the employee's regular workweek, up to a maximum of eight (8) hours for full-time employees with a forty (40) hour week, or seven (7) hours for full-time employees with a thirty-five (35) hour work week. Regular part-time employees shall receive pro-rated holiday benefits in the same manner as outlined in this Agreement.

B. Holiday Observance. All employees shall take holidays off (up to eight hours) using holiday leave if eligible, on the King County official day of observance, unless their work schedule requires otherwise for continuity of services, as determined by the County.

C. Alternate/Flextime Work Schedules. Hourly employees on alternative work schedules (e.g., working a 4/10 or 9/80 work schedule) may be required to adjust their schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours for that workweek (e.g., 5/8 or 5/7 work schedule). This requirement will, depending on business needs, be determined at the time that the alternative work schedule is established for the calendar year. If the employee is not required to adjust their schedule to work a five (5) day workweek during a holiday week, the employee will be eligible for an alternative holiday to be taken within the same pay period the holiday occurs, or at another approved date during the calendar year. Hourly employees on alternative work schedules who take holiday time off in excess of the seven (7) hours, for thirty-five (35)-hour workweek, or eight (8) hours, for a forty (40)-hour workweek, of holiday provided, and who do not adjust their work schedules to work a five (5) day workweek shall make up the difference using accrued vacation time, compensatory time, or leave without pay.

Section 4.2 Compensation for Work on a Holiday. Work performed by hourly employees on a holiday shall be paid at one and one-half (1-1/2) times the hourly rate of pay in addition to the regular holiday pay.

Section 4.3 Holiday Pay Counts as Time Worked. Holidays paid for but not worked by hourly employees shall be recognized as time worked for the purpose of determining weekly overtime.

Section 4.4 Calculation of Holiday Pay - Salaried Employees. Salaried employees are paid holiday pay for their standard work day, including employees working an alternative schedule. If the holiday falls on the salaried employee's regular day off, they will be eligible for an alternative holiday to be taken within the same pay period when the holiday occurs or at another approved date during the calendar year.

ARTICLE 5: VACATION SCHEDULING, APPROVAL, AND INCREMENTAL USE

Section 5.1 Vacations. Are pursuant to Article 32 of the CLA, except as modified below.

Section 5.2 Increments of Use. Hourly employees may request to use vacation leave in one-quarter (1/4) hour increments, at the discretion of the director/designee.

Section 5.3 Vacation Scheduling.

A. The director/designee shall be responsible for establishing a vacation schedule that maximizes employee vacation opportunities while achieving the efficient functioning of the unit. Employees are encouraged to submit vacation requests as far in advance as possible. Director/designee's will respond at the earliest opportunity, but no more than ten (10) working days after the employee submits their vacation request.

B. **Dispute Resolution Regarding Vacation Approval.** Business needs within divisions and work groups affect how management responds to employee vacation requests. Labor Management Committees are an appropriate forum for discussion of policies and procedures for vacation approval.

1 **ARTICLE 6: OTHER LEAVE**

2 **Section 6.1 Executive Leave.** Salaried employees covered by this Agreement who are in
3 positions that are exempt from the overtime provisions of the federal Fair Labor Standards Act are
4 expected to work the hours necessary to satisfactorily perform their jobs. Benefit eligible salaried
5 employees may be granted up to ten (10) days of Executive Leave per calendar year in accordance
6 with Executive Policy. Such benefit eligible employees will be entitled to up to five (5) days of paid
7 Executive Leave per calendar year, under the following conditions:

8 **A.** Employees who are employed in an eligible bargaining unit position on January 1,
9 shall be allowed five (5) days of Executive Leave for use during the calendar year; those employed in
10 an eligible bargaining unit position after January 1 but before June 1, shall be allowed three (3) days
11 of Executive Leave for use during the calendar year; those who are employed in an eligible
12 bargaining unit position after June 1, but before September 1 shall be allowed two (2) days Executive
13 Leave for use during the calendar year.

14 **B.** There will be no cash-out or carryover of unused Executive Leave to the following
15 calendar year.

16 **C.** The guaranteed days of Executive Leave will not be awarded for the calendar year
17 while an employee is on probation or to an employee whose most recent performance evaluation has
18 an overall rating less than satisfactory. An employee will be considered to be in an eligible
19 bargaining unit position on the date they successfully complete probation and will be awarded the
20 guaranteed days as provided under Section A herein.

ARTICLE 7. WAGE RATES

Section 7.1 Step Progression. New employees shall be hired at Step 1 of their respective pay range, or at a higher Step at management's discretion, and advanced to the next step after successful completion of a probation period, except as provided herein. Advancement to the next step following successful completion of probation is at management's discretion if the employee is hired above Step 1.

A. Pay on Promotion. Pay on promotion shall be consistent with King County Code 3.15.130, as amended.

B. Probation. Regular employees will serve a probationary period as provided in King County Code, as amended. The probationary period will be at least six (6) months of service, but not more than twelve (12) months. If a probationary period is to be extended beyond six (6) months, written notice of the extension must be given to the employee before the employee completes the initial six (6) month probationary period, with a copy to the union.

Section 7.2 Annual Step Increase. Regular employees shall automatically advance to the next salary step annually on January 1st, except for employees in their first six (6) months in a job classification who shall advance from their entrance step to the step increment granted upon successful completion of their probationary period and annually on January 1st thereafter. Except: Regular employees listed under Addendum B in the Department of Executive Services Airport Division, the Department of Public Health, and the Department of Natural Resources and Parks shall also be eligible for merit pay in accordance with the County's Performance Appraisal and Merit Pay System Manual (Merit Plan), as amended. Before changing Departmental standard performance appraisal criteria scores, the County will notify the Union sixty (60) calendar days prior to the change and, if requested, will meet to bargain the effects of the change.

Section 7.3 Classification Revisions. If the County adopts revisions to any classifications covered by this Agreement, the County will provide the Union with the proposed revisions and an opportunity to bargain the effects of the revisions.

Section 7.4 Shift Differential. A shift differential of one dollar (\$1.00) per hour for all hours worked shall apply to employees who work a regularly scheduled second shift or a regularly

1 scheduled third shift. Employees working alternative work schedules such as referenced in Section
2 10.2, are not eligible for shift differential unless their normal schedule is second or third shift.

3 **Section 7.5 Wage Adjustments.** All wage rates in effect for the classifications listed in
4 Addendum A and Addendum B receive increases in accordance with the provisions of the CLA.

5 **Section 7.6 Professional License and Certification Pay Premium.**

6 **A. Introduction.** The purpose of this pay premium (premium) is to compensate
7 employees who are required to possess a valid professional license or certification for their specific
8 job position that is beyond the requirements for all positions in a classification covered under this
9 Agreement.

10 **B. Eligibility.** A premium of fifty dollars (\$50.00) a month shall be paid to
11 employees who have a valid professional license or certification if all the following conditions are
12 met: 1) it is listed in Subsection C or as otherwise agreed to by the County; 2) it is an additional
13 requirement for a specific job position; and 3) it is not required for all positions in the classification.
14 Premiums will only be paid prospectively after an employee submits written proof of the license or
15 certification and the County approves its validity. The County may ask an employee to provide at
16 least annual documentation of a license or certification to receive the premium. No employee may
17 receive more than (\$50.00) per month under this Article regardless of the number of eligible
18 certifications and licenses they possess.

19 **C. Professional Licenses and Certifications.**

20 The following is a list of professional licenses and certifications eligible for the premium:

- 21 ➤ Certified Public Accountant;
- 22 ➤ Real Estate Appraiser Certification, Washington State;
- 23 ➤ Managing Broker and Designated Broker License;
- 24 ➤ Federal Department of Transportation Substance Abuse Professional
- 25 Certification; and,
- 26 ➤ Project Management Institute Certification.

27 **Section 7.7 Application of Pay Ranges as a Result of Collective Bargaining with Other**
28 **Unions.** The parties agree to reopen the contract should the County adjust the wage ranges for non-

1 represented Executive Branch employees in the classifications listed in Addendum A and
2 Addendum B of this Agreement or in classifications paid at similar wage ranges that are paid to
3 bargaining unit(s) members covered by this Agreement.

4 **Section 7.8 Pension Trust.** The County shall pay fifty cents (\$0.50) to the Western
5 Conference of Teamsters Pension Trust (WCTPT) on account of each employee in the Administrative
6 Support Employees Bargaining Unit, identified in Addendum A, for every eligible hour for which
7 compensation is paid. Such employees shall have their wage reduced by the amount of the County's
8 contribution on the employee's behalf. Participation in, and contribution to, the WCTPT is subject to
9 the terms of the following agreements:

- 10 • Memorandum of Understanding regarding "Uniform standards for establishment and
11 administration of Western Conference of Teamsters Pension Trust accounts established
12 through collective bargaining agreement with Teamsters Local 117", executed on November
13 8, 2010, and coded 000U0110
- 14 • Memorandum of Agreement regarding "Employee participation in the Western Conference of
15 Teamsters Pension Trust", executed on August 15, 2011, and coded 000U0211

16 The County agrees to re-open the Agreement upon request by the Union, solely for the purpose of
17 negotiating bargaining unit(s) employees' participation in the WCTPT. The County and Union
18 understand and agree that the Union will conduct a membership vote to determine whether either
19 bargaining unit will participate in WCTPT, and that if a majority of members of that bargaining unit
20 vote in favor of participation, all members of the bargaining unit must participate. The parties further
21 agree that participation in WCTPT shall not result in an increase in the rate of pay for any employee
22 covered by this Agreement.

ARTICLE 8: OVERTIME

Section 8.1 Overtime for Extra Hours. All work performed over forty (40) hours in any one (1) FLSA workweek, or in excess of a full-time, hourly employee's scheduled work shift of at least eight (8) hours in one (1) day shall be paid at the contractual overtime rate as defined below.

A. The contractual overtime rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay and any applicable pay premiums and/or shift differentials in effect at the time the overtime is worked (known as "time and one half"). Hourly employees whose scheduled full-time shift is less than eight (8) hours per day will receive straight-time overtime pay for all work in excess of the shift up to eight (8) hours, and will receive overtime pay after eight (8) hours in one (1) day. In the event that the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 8.2 Scheduled Day Off Overtime. If an hourly employee is required to work on a scheduled day off, the employee will be paid at the overtime rate for time worked in excess of forty (40) compensated hours in the workweek.

Section 8.3 Compensatory Time. If an hourly employee requests and the supervisor approves, the employee may be granted compensatory time at the rate of one and one-half times (1-1/2) for overtime hours worked in lieu of overtime pay. Employees may carry a maximum balance of eighty (80) hours compensatory time. Compensatory time may be taken as paid time off, to be requested and approved in the same process used for approving vacation leave. Employees may at any time request and receive a cash out of accrued compensatory time; and, compensatory balances will be cashed out annually in accordance with the procedures under the Personnel Guidelines.

Section 8.4 Authorization of Overtime. All overtime shall be authorized in advance by the director or designee, except in emergencies. With respect to emergency situations, the employee shall make every reasonable effort to contact a supervisor prior to engaging in the work. Work on Saturday and/or Sunday is not overtime when it is a regularly scheduled workday for the employee.

Section 8.5 Overtime Assignment. Except for shift extensions and employees performing previously assigned work, when overtime work is necessary, supervisors and/or managers will

1 request volunteers from the qualified employees in the work group. Each Division shall maintain a
2 list of voluntary overtime sign-up or notification procedures for employees. If more employees
3 volunteer than are needed for overtime work, the overtime work will be assigned to the most senior
4 among the volunteers. If there are no volunteers or insufficient volunteers, overtime work will be
5 assigned to the least senior among the group of qualified employees, which may include temporary
6 employees or as otherwise mutually agreed to in the individual work unit, division, or department's
7 labor management committee. The parties recognize that the mutually agreed upon process for
8 allocating overtime assignments may change from time to time, and that the Union may request to
9 bargain the impacts of such a change.

10 **A. Overtime for Alternate/Flextime Work Schedules.** Hourly employees shall be
11 paid overtime for hours worked in excess of their agreed upon Alternative or Flextime Work
12 Schedule.

13 **Section 8.6 Minimum Standards Preserved.** If any provision of this article conflicts with
14 minimum standards established by Federal or State law, then that provision shall be automatically
15 amended to provide the minimum standards.

ARTICLE 9: HOURS OF WORK

Section 9.1 Workweek. The County's FLSA workweek shall begin at 12:00 a.m. on Saturday of each week and continue for a total of seven (7) consecutive days through 11:59 p.m. the following Friday. The standard full-time workweek shall consist of thirty five (35) or forty (40) hours within a seven (7) consecutive day period, exclusive of lunch periods, as determined by the director; except as provided under Section 10.5. Employees required to move to a forty (40) hour workweek, except for those employees who are exempt under Section 10.5, will be given thirty (30) days' notice before the change is implemented, unless another effective date is mutually agreed.

Any employee may request to work a thirty-five (35) or forty (40) hour work schedule and the County may grant such request. The decision to grant or deny the request is solely at the County's discretion and will be based on business needs.

Section 9.2 Workday. Generally, the working hours of each day shift shall be between 6:00 a.m. and 7:00 p.m. unless the operational needs of the division or of the particular assignment dictate otherwise, or unless adjusted to accommodate alternative work schedules/flex time schedule which may be requested by an employee. The establishment of reasonable work schedules is vested within the purview of the division management and may be changed from time to time; provided, that a two (2) week written notice is given to all affected employees, except in exigent circumstances. Requests for alternate work schedules or flex time will not be unreasonably rescinded or denied. The County agrees to make a good faith effort to accommodate an employee's request for alternative work schedules and/or flex time, consistent with efficient and effective County operations.

Section 9.3 Paid Rest Periods.

A. Hourly employees covered by this Agreement shall be provided with one (1) paid, fifteen (15)-minute rest period for each four (4) hours of working time as close to the mid-point of the shift as possible. Scheduled rest periods are not required where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked. If the employee is unable to take the rest period due to work requirements the employee will be paid at the overtime rate for the missed rest period time.

B. Unpaid Meal Period. Hourly employees covered by this Agreement shall be

1 provided with an unpaid meal time of at least one-half (1/2) hour but not more than one (1) hour
2 during each work shift that exceeds five (5) hours. Meal periods will be scheduled between two (2)
3 to five (5) hours after the start of the shift.

4 **C. Meal Periods and Rest Periods.** Meal periods shall be on paid time when the
5 employee is required by the County to remain on duty on the premises or at a prescribed work site in
6 the interest of the County. For employees receiving paid meal periods, pursuant to WAC 296-126-
7 130(8)(b), this agreement specifically supersedes in total the meal period provisions of WAC 296-
8 126-092. Where the nature of the work allows employees to take intermittent rest periods equivalent
9 to ten minutes for each four hours worked, scheduled rest periods will not be provided as set forth in
10 WAC 296-126-092(5). Except as expressly outlined above, the County will provide meal periods
11 and rest periods as set forth in WAC 296-126-092.

12 **Section 9.4 Preservation of Designation.** A regular employee who elected to be designated
13 as hourly (by exercise of the one-time option provided in the 2001-2003 Agreement Between King
14 County and the Union Bargaining Coalition Regarding Professional and Technical
15 Classification/Compensation) to retain a thirty-five (35) hour workweek is entitled to retain the
16 hourly status and thirty-five (35) hour workweek if the position is reallocated to a different job class;
17 provided, the employee remains the incumbent in the reallocated position. An employee who has
18 elected to retain the hourly designation may retain the elected designation and workweek when
19 transferred at the County's initiative into a different, FLSA-exempt position. An employee who takes
20 a different position as a result of bumping or reduction in force may be allowed at management's
21 discretion to retain the hourly election.

ARTICLE 10: MISCELLANEOUS

Section 10.1 Union Access. Authorized representatives of the Union may have reasonable access to its members in County facilities for transmittal of information or representation purposes before work, after work, during lunch breaks or other regular breaks, or at any reasonable time as long as the work of the County employees and services to the public are unimpaired. Prior to contacting members in County facilities, such authorized agents shall make arrangements with the director/designee.

Section 10.2 Safety and Health. The County agrees to comply with all applicable Federal, State and local laws and regulations regarding health and safety. In the event an employee discovers or identifies an unsafe condition, the employee will immediately notify the supervisor. Employees will not be disciplined for reporting unsafe conditions. If the County determines that there is an unsafe condition, it will be remedied immediately. No employee shall be required to use equipment which is not in a safe condition, or to work in an unsafe environment.

Section 10.3 Job-Related Training. The County will pay all fees and travel expenses for required job-related training. Employees will be on paid work time when attending training required by management. Article 44 "Training" of the CLA does not apply to this bargaining unit.

Section 10.4 Personnel Records. The County will maintain one (1) official personnel file for each employee. The personnel file shall contain official documents of employment, promotions, discipline and other personnel and career-related records of the employee.

A. Employee Access. The employee may examine their personnel file. Employees upon request may receive one (1) copy from their personnel file copied at no cost. Material relating to job performance or personal character will be provided to the employee prior to placement in the personnel file. The employee may challenge the propriety of including it in the file, and/or submit the employee's own documentation to be attached to the challenged material. Employees may request to have materials that reflect favorably on their performance or character included in their personnel file.

Section 10.5 Moving Employee Work Location. Upon request of the Union, the County will meet to discuss the impacts when moving a regular employee from one work location to another

1 if such move is to a different geographic location and is initiated by the County. County offices
2 located in downtown Seattle are considered a single geographic location.

3 **Section 10.6 Voluntary Demotion.** A regular bargaining unit employee may request to
4 voluntarily demote into a non-vacant lower paid bargaining unit position for which they are qualified
5 to perform the work and for which the director or designee has determined that the demotion is in the
6 best interests of the County. The following terms shall apply to the demoted employee:

7 **A.** The employee will receive the highest step in the new pay range that does not
8 exceed the pay rate that the employee received before the demotion. If the employee is receiving
9 above-Step-10 merit pay, such pay may be considered when determining the new pay and the new
10 pay may not exceed 5% above Step 10.

11 **B.** Seniority shall be determined by Section 18.1 of the CBA.

12 **C.** No right to recall to the position or job classification held prior to demotion unless
13 demotion was a direct consequence of layoff notification.

14 **D.** The parties agree to follow Personnel Guidelines on a term or condition that
15 directly applies to the demotion if it is not addressed above.

16 **Section 10.7 Travel Time.** Employees that use their own vehicle shall be compensated for
17 travel time between work locations during work hours as required by the FLSA. Mileage
18 reimbursement will be in accordance with the CLA Article 24.

19 **Section 10.8 Union Representation.** In the event the County requires an employee to attend
20 a meeting for purposes of questioning an employee with respect to an incident which may lead to
21 termination of that employee, the employee shall be advised of their right to be accompanied by a
22 representative of the Union and if the employee desires Union representation in said matter, they
23 shall notify the County at that time and shall be provided a reasonable time to arrange for Union
24 representation.

25 **Section 10.9 Automatic Vehicle Location System Use Policy.** The "Automatic Vehicle
26 Location System Use Policy", as amended, shall apply to all employees with the following
27 modifications or additions:

28 **A.** AVL data will not constitute the sole documentation used to determine discipline

1 imposed on an employee.

2 **B.** Any real time viewing of data is permissible only for operational reasons and will
3 not be used for surveillance of employees, whether to monitor performance or to justify
4 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby
5 AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific
6 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

7 **C.** The County will not access such data for the purpose of disciplinary action unless
8 there is a good faith reason to suspect that an employee has committed an offense that could result in
9 discipline (i.e. no fishing expeditions). The County agrees not to request or view AVL data, absent
10 any other evidence, for the purpose of monitoring an employee who may have committed a violation
11 of some rule or policy that could result in disciplinary action.

12 **D.** If the County is aware of AVL data that may pertain to an investigation, the
13 employee who is subject to the investigation and/or the Union will have the right to view the AVL
14 data before an investigatory interview is conducted by the employee's department/division. If the
15 County refuses to show the employee and the Union the AVL data upon request before conducting an
16 investigatory interview, then the AVL data shall not be used as evidence in any manner related to
17 discipline.

18 **E.** The County agrees to comply with requests from the employee and/or the Union
19 for access to AVL data, where discipline or the potential to issue discipline exists.

20 **F.** All Public Disclosure Requests related to AVL data will be forwarded to public
21 disclosure officials of the department/division responsible for the particular vehicle, or that employs
22 the Union represented employee, for response pursuant to the department's policies and procedures.

ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY GRIEVABILITY

Allegations of unlawful discrimination or alleged violations of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure of Article 39 of the CLA. Grievances involving allegations of discrimination that are not resolved through the grievance procedure of Article 39 of the CLA may be referred by the grievant to the appropriate government agency.

ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 12.1 No Strike, Work Stoppage or Slowdown. 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 12.2 Union Obligation. 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 12.3 Consequences To Employee. 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 13: REDUCTION-IN-FORCE/LAYOFF REHIRS

Section 13.1 Seniority Definition. Seniority for all regular employees in regular positions is defined as total length of service in regular positions with the County including any service prior to 1995 with the former Municipality of Metropolitan Seattle, which has already been applied if relevant to the employee's adjusted service date. For purposes of layoff, bumping, and recall, the identification of affected employees shall be made on a case by case basis with seniority as the primary consideration as well as ability, skill, and experience in the job classification/position.

Section 13.2 Probation Period, Temporary Service and Seniority Date. A new employee shall be entitled to seniority when such employee has completed a probationary period of at least six (6) months with the County. If the probation period was extended beyond six (6) months, the seniority date will be retroactive to the beginning of employment upon successful completion of the probationary period.

A. Short term temporary employees and term-limited temporary employees do not obtain seniority until such time as they are hired in a regular position in the same classification without a break in service. For such employees, upon successful completion of probation the seniority date shall be the first day of employment in the temporary position. In addition, an employee who has served as a term-limited temporary employee and who is subsequently appointed to a regular position in the same department, division and classification within sixty (60) days of the employee's last day of service as a term-limited temporary employee will have as seniority date the first day of employment in the term-limited temporary position.

Section 13.3 Loss of Seniority. Seniority rights shall be forfeited if the regular employee is discharged for just cause, if the employee resigns employment with the County or if the regular employee is on a leave of absence in excess of two (2) years if such leave is approved in accordance with CLA Article 3 Unpaid Leaves of Absence.

Section 13.4 Elimination of Positions. The County agrees to notify the Union and the affected regular employee in writing at least six (6) weeks in advance of any position anticipated to be eliminated or any anticipated reduction in work hours. Seniority shall apply to layoffs pursuant to Section 18.1. Such notice of layoff shall include the name, classification and seniority date of all

1 such employees whose positions are scheduled to be eliminated. Following the consideration of other
2 options as described below, and the exercise of bumping options as provided in this Article, the
3 affected employees will receive the final notice of layoff not less than thirty (30) days before the
4 effective date. Prior to laying off any employee, management shall consider the following options for
5 the impacted employee(s):

6 A. Voluntary layoff.

7 B. Voluntary retirement - pursuant to the rules of the Public Employment Retirement
8 System.

9 C. Any other voluntary programs such as job sharing, limited hours, etc.

10 **Section 13.5 Placement.** The County will endeavor to place in other positions throughout
11 the County those employees who are laid off. Employees who are eligible will receive referral,
12 placement, and other services provided by the King County Career Support Services Program.

13 **Section 13.6 Bumping.** Employees who are identified for layoff by written notice, or written
14 notice of a reduction of work hours, must within three (3) work days after the employee receives such
15 notice, notify the County of their intention to bump into another position within the bargaining unit,
16 provided such an option is available.

17 A. **Eligibility to Bump.** After receiving the layoff or reduction in hours notice,
18 employees may displace (bump) another employee within the employee's layoff group as defined in
19 Section 18.7 below, if they meet all of the following criteria:

20 1. The laid off employee may bump the least senior employee in the layoff
21 group who holds a position for which the laid off employee is qualified in the job classification or job
22 classification series from which the employee is laid off, provided the employee to be bumped has
23 less seniority than the employee who elects to bump; and

24 2. The job classification of the employee to be bumped is at a pay range equal
25 to or lower than the employee who elects to bump; and

26 3. The employee electing to bump has the skill, ability and experience
27 required to perform the work of the job classification/position.

28 B. Identification of bumping options will begin with the classification from which the

1 employee is laid off, and proceed to the next lower level classification in the series if no option is
2 available in the employee's classification. If no bumping option is available within the laid off
3 employee's classification and classification series, the employee may bump the least senior employee
4 in another classification (or lower paid classification in the classification series) covered by this
5 Agreement in the layoff group who holds a position for which the laid off employee is qualified,
6 provided that

- 7 1. The laid off employee completed a probationary period in the classification;
- 8 and
- 9 2. The employee to be bumped has less seniority than the employee who elects
- 10 to bump; and
- 11 3. The job classification of the employee to be bumped is at a pay range equal
- 12 to or lower than the employee who elects to bump; and
- 13 4. The employee electing to bump has the skill, ability and experience
- 14 required to perform the work of the job classification/position.

15 **C. Bumping Procedure.** The County will identify the position or positions into
16 which a laid off employee is qualified and eligible to bump. It shall be the right of management to
17 determine if an employee has the skill, ability and experience required to bump into a position, and
18 such determination shall be made on a reasonable basis.

19 1. An objection to a determination by management that an employee does not have
20 the requisite skill, ability and experience shall be initiated at Step 2 of the grievance procedure set
21 forth in Article 26 of the CLA. The employee who raises such objection through the grievance
22 procedure must participate in a skills assessment by the Career Support Services program. The skills
23 assessment will be considered by the Division Director/designee who adjudicates the employee's
24 grievance.

25 2. If more than one (1) laid-off employee is eligible to bump into a position, the most
26 senior among the laid off employees will have priority.

27 3. Nothing in this Article shall be construed as a requirement by a laid-off employee
28 to displace another employee. Exercise of the bumping option shall be voluntary.

4. An employee who is notified of a bumping option must accept or decline the option within five (5) work days of being notified. If the employee does not respond within the five (5) days, the County will consider that the employee has declined to bump. The employee will be advised of the five (5) day response requirement when notified of the bumping option.

Section 13.7 Layoff Groups. For purposes of administering this Article, the following are the layoff groups in which an employee may exercise bumping rights:

Layoff groups within the Department of Executive Services:

- Airport Division
- Fleet Division
- Finance and Business Operations Division
- Office of Risk Management
- Records, and Licensing Services Division
- Facilities Management Division

The layoff group is the Department for the following, except the Department of Natural Resources and Parks, which is by Division within the Department:

- Department of Natural Resources and Parks (by Division)
- Department of Adult and Juvenile Detention
- Department of Public Health
- Elections
- Department of King County Information Technology
- Department of Community and Human Services
- Department of Local Services, Roads Services Division
- Department of Human Resources

Section 13.8 Bumping of Temporary Employees. A regular employee may bump a term-limited temporary employee in a bargaining unit position within the layoff group, or may accept appointment into a vacant term-limited position in the bargaining unit, provided the regular employee meets the qualifications of the position. The placement of a regular employee into a term-limited position shall not convert such position to a regular position; however, at the conclusion of the term-

1 limited appointment, such regular employee shall be entitled to all benefits of any other regular
2 employee subject to layoff, as provided in this Article. The employee will continue to accrue
3 seniority while in the term-limited position.

4 **Section 13.9 Recall.** All bargaining unit employees who are laid off, whose hours of work
5 are reduced involuntarily, who accept a position with a lower salary range, or who accept a term-
6 limited temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to
7 the job classification held at the time of layoff shall be by seniority pursuant to Sections 18.1 and
8 18.2 of this Article. A laid off employee may be involuntarily removed from the recall list after the
9 expiration of two (2) years from the date of layoff, or if the employee does not accept re-employment
10 within the bargaining unit in a similar position/job classification, except for bona fide reasons.
11 Refusal to accept re-employment in a position with a lower salary range or with fewer working hours
12 than the employee held at the time of layoff shall not be cause for removal from the recall list.
13 Employees who are eligible for recall may accept a temporary or term-limited position without
14 jeopardy to their recall rights.

15 **Section 13.10** The Department of Human Resources shall adhere to the procedures to the
16 County's Workforce Management Plan, except as otherwise provided in this Agreement, regarding
17 the placement of laid off employees to positions within the bargaining unit.

ARTICLE 14: PERFORMANCE APPRAISALS

Section 14.1. At least one (1) performance appraisal should be completed during the employee's probationary period, and at least annually thereafter. The annual appraisal should be completed no later than October 1 of each calendar year. However, late appraisals will not affect the date a wage adjustment will be effective if such wage adjustment is based on the appraisal. The supervisor doing the appraisal should meet with employee at the start of the review period to discuss performance standards and any expected performance measures that will be evaluated during the rating period. Employees may submit a statement in response to the performance appraisal which shall be maintained as an addendum to the document in their personnel file. In the event that the County implements a new performance appraisal system during the term of the Agreement the parties agree to negotiate the effects.

Section 14.2. Appeal of a Regular Employee Performance Appraisal.

A. Within five (5) 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:

- 1) Identify the appraisal by date, the name of the evaluator, and the date the appraisal was received.
- 2) Specify the ratings or comments that the employee believes are incorrect.
- 3) State the ratings or comments the employee believes should be made on the appraisal.
- 4) Give facts substantiating each change requested.
- 5) Keep a copy of the written request and send the original to the division (or department) director.

B. 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

1 change to the appraisal, a copy of the revised appraisal is to be included with the decision.

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

10
11 For King County:

12 DocuSigned by:

13 

7/13/2022

1599FA1B311F404...

14 Diana Joy
15 Labor Relations Manager
16 Office of Labor Relations
17 King County Executive Office

18
19 For the Union:

20 DocuSigned by:

21 

7/13/2022

7AD5B391B59D41E...

22 John Scearcy
23 Secretary-Treasurer
24 International Brotherhood of Teamsters Local 117

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
Addendum A - Master List

Union Code(s): F1A

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
4200100	421104	Administrative Office Assistant	29
4201100	421207	Administrative Specialist I	33
4201200	421311	Administrative Specialist II	37
4201300	421405	Administrative Specialist III	41
4201400	421504	Administrative Specialist IV	46
4300100	431202	Customer Service Specialist I	32
4300200	431303	Customer Service Specialist II	36
4300300	431403	Customer Service Specialist III	40
4300400	431502	Customer Service Specialist IV	45
4101100	411104	Fiscal Specialist I	34
4101200	411206	Fiscal Specialist II	38
4101300	411304	Fiscal Specialist III	42
4101400	411403	Fiscal Specialist IV	47

* Job titles covered by this agreement are within the departments and divisions indicated on the following pages.
 Excluded: supervisory employees, confidential employees, employees represented by another labor organization, and non-represented positions or employees who have historically or by agreement not been in the unit.

** For rates, please refer to the King County Squared Salary Table.

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DCHS (A)

Union Code(s): F1A

Department of Community and Human Services
Central Administration Unit

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES-Airport (A)

Union Code(s): F1A

Airport Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES-Fleet (A)

Union Code(s): F1A

Department of Executive Services
Fleet Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES-FMD (A)

Union Code(s): F1A

Department of Executive Services
Facilities Management Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES-FBOD (A)

Union Code(s): F1A

Department of Executive Services
Finance and Business Operations Division

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES-RALS (A)

Union Code(s): F1A

Department of Executive Services
Records and Licensing Services Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DHR (A)

Union Code(s): F1A

Department of Human Resources

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES - ORM (A)

Union Code(s): F1A

Department of Executive Services
Office of Risk Management

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Fiscal Specialist II

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-Admin (A)

Union Code(s): F1A

Department of Natural Resources and Parks
Administration (Director's Office)

Classification Title
Administrative Specialist II

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-Parks (A)

Union Code(s): F1A

Department of Natural Resources and Parks
Parks and Recreation Division

Classification Title
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-SWD (A)

Union Code(s): F1A

Department of Natural Resources and Parks
Solid Waste Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-WLRD (A)

Union Code(s): F1A

Department of Natural Resources and Parks
Water and Land Resources Division

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DPH (A)

Union Code(s): F1A

Department of Public Health
Administrative Services Division (Human Resources Section)

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DLS - Roads (A)

Union Code(s): F1A

Department of Local Services
Road Services Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum A
International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
Elections (A)

Union Code(s): F1A

King County Elections

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Master List - Addendum B

Union Code(s): F3A

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
2110200	211203	Accountant	52
2110100	211102	Accountant - Assistant	46
2110500	212402	Accountant - Principal	60
2110300	211303	Accountant - Senior	56
2810100	281208	Administrator I	50
2810200	281303	Administrator II	56
2240100	224102	Archivist - Assistant	48
2811200	286202	Business Analyst - Senior	68
2131100	214105	Business and Finance Officer I	53
2131200	214205	Business and Finance Officer II	58
2131300	214303	Business and Finance Officer III	62
2131400	214403	Business and Finance Officer IV	67
2333100	233602	Claims Administrator	50
2330100	233101	Claims Assistant	47
2330200	233203	Claims Officer	52
2332100	233502	Claims Officer II	57
2501100	252102	Communications Specialist I	51
2501200	252207	Communications Specialist II	54
2501300	252303	Communications Specialist III	58
2501400	252403	Communications Specialist IV	64
2215400	223202	Contract Specialist Assistant (DES-FBOD Procurement and Payables)	51
2215100	223806	Contract Specialist I (DES-FBOD Procurement and Payables)	56
2215200	223907	Contract Specialist II (DES-FBOD Procurement and Payables Section)	61
2215300	224007	Contract Specialist III (DES-FBOD Procurement and Payables Section)	66
2244300	229201	County Records Analyst	50
2230100	223302	Customer Services Coordinator - Assistant	49
2230200	223403	Customer Services Coordinator	55
2230300	223503	Customer Services Coordinator - Lead	59
4300500	430001	Customer Service Specialist Supervisor	50
2251100	226204	Educator Consultant I	54
2251200	226303	Educator Consultant II	58
2251300	226408	Educator Consultant III	62
8305100	835102	Fire and Life Safety Technician	44
2216300	225907	Grant Administrator	65
2311200	231204	Human Resource Analyst	57
2311300	231304	Human Resource Analyst - Senior	62
2311100	231103	Human Resource Associate	51
2272100	227401	Language Services Specialist I - Elections	43
2272200	227501	Language Services Specialist II - Elections	51
2336100	233005	LEOFF 1 Claims Specialist	57
2444100	243803	Maintenance Planner Scheduler	58
3350100	335102	Nurse Case Manager	64
2252300	226703	Occupational Education and Training Program Administrator	58
2252400	226801	Occupational Education and Training Program Administrator - Senior	63

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Master List - Addendum B

Union Code(s): F3A

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
2151100	207120	Payroll Specialist	44
2150300	207301	Payroll Administrator	49
2441100	243108	Project/Program Manager I	53
2441200	243214	Project/Program Manager II	58
2441300	243304	Project/Program Manager III	63
2441400	243407	Project/Program Manager IV	68
2634100	264804	Real Property Agent I	51
2634200	264904	Real Property Agent II	55
2634300	265004	Real Property Agent III	61
2634400	265104	Real Property Agent IV	67
2634500	265204	Real Property Agent Supervisor	71
2244100	225401	Records Center Technician	36
2244200	225504	Records Center Supervisor	50
2243100	225302	Records Management Specialist	46
2334600	234701	Safety and Health Professional - Certified	69
2430100	242103	Water Quality Planner/Project Manager I	53
2430200	242202	Water Quality Planner/Project Manager II	58
2430300	242303	Water Quality Planner/Project Manager III	63
2430400	242401	Water Quality Planner/Project Manager IV	68

* Job titles covered by this agreement are within the departments and divisions indicated on the following pages.
 Excluded: supervisory employees, confidential employees, employees represented by another labor organization, and non-represented positions or employees who have historically or by agreement not been in the unit.

** For rates, please refer to the King County Squared Salary Table.

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DAJD-Admin (B)

Union Code(s): F3A

Department of Adult and Juvenile Detention
Administrative Services*

Classification Title
Human Resource Analyst
Human Resource Associate

* Certain employees are excluded.

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DES-FMD (B)

Union Code(s): F3A

Department of Executive Services
Facilities Management Division

Classification Title
Customer Service Coordinator
Fire and Life Safety Technician
Maintenance Planner Scheduler
Real Property Agent I
Real Property Agent II
Real Property Agent III
Real Property Agent IV
Real Property Agent Supervisor

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DES-Airport (B)

Union Code(s): F3A

Department of Executive Services
Airport Division

Classification Title
Administrator I

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DES-FBOD (B)

Union Code(s): F3A

Department of Executive Services
Finance and Business Operations Division

Classification Title
Accountant
Accountant - Assistant
Accountant - Senior
Accountant - Principal
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Contract Specialist Assistant (Procurement and Payables Section)
Contract Specialist I (Procurement and Payables Section)
Contract Specialist II (Procurement and Payables Section)
Contract Specialist III (Procurement and Payables Section)
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DES-RALS (B)

Union Code(s): F3A

Department of Executive Services
Records and Licensing Services Division

Classification Title
Archivist - Assistant
County Records Analyst
Customer Service Specialist Supervisor
Customer Services Coordinator - Assistant
Customer Services Coordinator - Lead
Records Center Supervisor
Records Center Technician

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DHR (B)

Union Code(s): F3A

Department of Human Resources

Classification Title
Business and Finance Officer I
Claims Administrator
Claims Assistant
Claims Officer
Claims Officer II
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
Educator Consultant I
Educator Consultant II
Educator Consultant III
Human Resource Analyst
Human Resource Analyst - Senior
Human Resource Associate
LEOFF 1 Claims Specialist
Nurse Case Manager
Occupational Education and Training Program Administrator
Occupational Education and Training Program Administrator - Senior
Payroll Administrator
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Safety and Health Professional-Certified

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DKCIT (B)

Union Code(s): F3A

Department of King County Information Technology
Design and Civic Engagement Division

Classification Title
Communications Specialist II
Communications Specialist III
Communications Specialist IV

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DLS - Roads (B)

Union Code(s): F3A

Department of Local Services
Road Services Division

Classification Title
Payroll Specialist

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DNRP-Admin (B)

Union Code(s): F3A

Department of Natural Resources and Parks
Administration (Directors Office)

Classification Title
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DNRP-Parks (B)

Union Code(s): F3A

Department of Natural Resources and Parks
Parks and Recreation Division

Classification Title
Human Resource Analyst
Human Resource Associate

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DNRP-SWD (B)

Union Code(s): F3A

Department of Natural Resources and Parks
Solid Waste Division

Classification Title
Accountant
Accountant - Assistant
Accountant - Senior
Administrator I
Administrator II
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Communications Specialist II
Communications Specialist III
Human Resource Analyst
Human Resource Associate
Maintenance Planner Scheduler
Payroll Specialist
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Records Management Specialist

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DNRP-WTD (B)

Union Code(s): F3A

Department of Natural Resources and Parks
Wastewater Treatment Division

Classification Title
Human Resource Analyst
Human Resource Associate

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DNRP-WLRD (B)

Union Code(s): F3A

Department of Natural Resources and Parks
Water and Land Resources Division

Classification Title
Accountant
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
Grant Administrator
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Water Quality Planner/Project Manager I
Water Quality Planner/Project Manager II
Water Quality Planner/Project Manager III
Water Quality Planner/Project Manager IV

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DPH-Admin (B)

Union Code(s): F3A

Department of Public Health
Administrative Services Division (Human Resources Section)

Classification Title
Human Resource Analyst
Human Resource Associate

cba Code: 154

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
Elections (B)

Union Code(s): F3A

King County Elections

Classification Title
Administrator I
Business Analyst - Senior
Communications Specialist I
Communications Specialist II
Communications Specialist III
Human Resource Analyst
Human Resource Associate
Language Services Specialist I - Elections
Language Services Specialist II - Elections
Project / Program Manager II

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

Subject: GreenWhereWeWork (GWWW) Initiative

On June 19, 2020, the King County Department of Natural Resources and Parks (DNRP) announced the GWWW initiative which will permanently establish work-from-home as the primary employee office workspace, replacing, in part, a centrally-located employer-provided office space. This agreement memorialized the Parties' bargaining regarding the effects of this change.

The GWWW Initiative is guided by principles that are closely aligned with the mission, vision and goals of DNRP, the Equity and Social Justice Strategic Plan as well the King County True North and Values. The Department shall make every effort to ensure that the administration of teleworking does not result in an inequitable impact for employees who are part of communities that have historically been at an economic disadvantage and/or those employees who are more economically impacted as a result of classification, position type, tenure, etc. The Parties agree to jointly facilitate this effort and the topic of equity will be a standing agenda item for Labor Management Committee meetings.

All terms and provisions of the existing Collective Bargaining Agreements shall continue to apply unless specifically modified by the agreements set forth as follows:

AGREEMENTS:

1. WORKING CONDITIONS:

A. Telework Status: Teleworking is mandatory for positions identified by DNRP. However, waivers (temporary and permanent) may be requested in writing.

B. Processing Waiver Requests: The County will respond to requests for waivers in writing and requests will not be unreasonably denied. Decisions to deny the request will state the reasons for the decision based on balancing operational needs and the productivity and business needs of the employee.

C. Alternative Work/Flexible Schedules: Employees may request and the Department may approve alternative or flexible work schedules. No employee shall be prohibited from having access to an alternative work schedule or flexible schedule due to their telecommuting status.

D. Reasonable Accommodation: Employees whose condition requires reasonable accommodation will work with Disability Services for determination and procurement of necessary accommodations.

E. Workers Compensation: Employees who telecommute are responsible for

working safely and will work with Safety and Claims Management to process a worker's compensation claim for work-related occupational diseases or injuries while telecommuting.

2. HOME OFFICE EXPENSES: For DNRP employees on a mandatory telework assignment, the Parties agree to the following:

A. Teleworking Expenses:

1. Employees in need of basic office supplies will follow their normal process of requesting supplies. Normally supplies will be ordered through County procurement processes with supervisor approval and shipped to the employee's home.

2. General office supply expenses that have been approved in advance by the employee's supervisor, which cannot be procured through normal County processes, may be eligible for reimbursement. Such purchases must be pre-approved, documented, and reported for reimbursement to the County.

3. Additional equipment that an employee needs for their home workspace requires the approval of the department director, or their designee.

B. Technology support:

1. The County will supply necessary IT equipment and job-related tools. In the event the County is temporarily, or on a long-term basis, unable to supply necessary IT equipment and job-related tools, employees may be required to work on site as determined by the department to perform duties which require specialized equipment.

2. Employees who do not have adequate internet access from their telework location may request a wireless internet connectivity solution.

3. The County will provide routine maintenance and repairs for County equipment if the equipment is returned to a designated worksite.

3. REOPENER: During the term of this Agreement, the County may propose modifications to the working conditions and/or establish new policies that affect telecommuting conditions, provided that advance written notice is given to the Union, except in cases of emergency, and the Union shall be provided the opportunity to bargain the impacts or decision, to the extent required by law.

4. DEFERRAL: To the extent that components of the GWWW Initiative impact bargaining conflicted and/or are more appropriately discussed as a matter of negotiations over the Coalition Labor Agreement (CLA), its Appendices, or any other existing CBA, the Parties mutually agree to defer such matters to other bargaining tables, such as:

A. Decisions and appeals of waiver requests.

B. Job postings.

C. Spending limits and reimbursable expenses.


D. Monthly telework stipend.

5. **ORDER OF PRECEDENCE**: Should the County sign any agreements with the King County Coalition of Unions that address the same topics bargained within this Agreement, the agreement with the Coalition of Labor Unions shall supersede and take precedence over this Agreement.

6. **DURATION**: This Agreement expires on the expiration of the CLA and will expire in its entirety unless incorporated into the successor CBA.

010	Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks and Recreation
011	Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks
040	Professional and Technical Employees, Local 17 - Departments: Executive Services, Local Services, Natural Resources and Parks
048	Professional and Technical Employees, Local 17 - Information Technology
065	Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services, Local Services, Natural Resources and Parks
066	Professional and Technical Employees, Local 17 - Section Managers - Departments: Local Services, Natural Resources and Parks
154	International Brotherhood of Teamsters Local 117 - Professional & Technical and Administrative Employees
156	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks
157	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks
159	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks
275	Washington State Council of County and City Employees, Council 2, Local 1652R - Industrial and Hazardous Waste
459	Technical Employees' Association - Wastewater Treatment Division, Department of Natural Resources and Parks, Supervisors and Staff

For Washington State Council of County and City
Employees, Council 2, Local 1652R:


Suzette Dickerson (May 24, 2021 16:37 PDT)

Suzette Dickerson
Staff Representative

May 24, 2021

Date

For Professional and Technical Employees, Local 17:



Karen Estevenin (May 21, 2021 18:18 PDT)

Karen Estevenin
Executive Director

May 21, 2021

Date

For Service Employees International Union, Local 925


Rion Peoples (May 26, 2021 18:22 PDT)

Rion Peoples
Internal Organizer

May 26, 2021

Date

For Technical Employees' Association


Michael Sands

Michael Sands
President

May 26, 2021

Date

For International Brotherhood of Teamsters, Local 117:

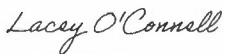


John Searcy
Secretary Treasurer

Jun 1, 2021

Date

For King County:


Lacey O'Connell

Lacey O'Connell
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

Jun 1, 2021

Date

Memorandum of Agreement
By and Between
King County
and
International Brotherhood of Teamsters Local 117
Representing Professional & Technical and Administrative Employees
[154/F3A]

Subject: Step Adjustment for Christopher Jacomme (PeopleSoft #103413, Safety and Health Professional – Certified), in the Department of Human Resources

Background:

1. King County (the County) and International Brotherhood of Teamsters Local 117 (the Union) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2018 through December 31, 2020. The CBA covers two bargaining units: Administrative Support Employees, documented in Addendum A (Union Code F1A), and Professional and Technical Employees, documented in Addendum B (Union Code F3A). The Parties are currently in the process of ratifying a tentative agreement on a successor agreement.

2. Christopher Jacomme is employed as a Safety and Health Professional – Certified in the Department of Human Resources. His position is part of the Professional and Technical Employees bargaining unit (F3A). Mr. Jacomme is currently on Step 6 of the ten-step pay range for his classification (range 69).

3. In the course of bargaining a successor CBA, the Parties reviewed Mr. Jacomme's step placement and experience level in relation to peers in his same classification, and enter into this one-time Agreement as part of their overall tentative agreement to conclude bargaining.

Agreement:

1. If the bargaining unit ratifies the tentative agreement for a successor CBA that was reached by the Parties on March 16, 2022, Mr. Jacomme shall be moved from a Step 6 to a Step 9 within the ten-step pay range for the Safety and Health Professional – Certified classification (range 69) as of the date of full and final ratification of the new CBA by the King County Council.

2. If the March 16, 2022 tentative agreement for a successor CBA is not ratified by either the Union or the King County Council, this Agreement shall be null and void.

3. This is a one-time Agreement to address a unique circumstance. This Agreement does not establish a precedent in any way or impose any obligation on the County outside of the explicit language contained in this Agreement.

4. The terms of this Agreement shall become effective and enforceable upon signature by all parties below. Any signature received by facsimile or electronic signature will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

5. This Agreement, along with the applicable CBA, is the full and final Agreement of the Parties regarding the step adjustment for Mr. Jacomme.

For International Brotherhood of Teamsters Local 117:



John Searcy
Secretary-Treasurer

4/29/2022

Date

For King County:

DocuSigned by:

1599FA1B311F404...

Diana Joy
Labor Relations Manager
Office of Labor Relations
King County Executive Office

5/1/2022

Date

Memorandum of Agreement
By and Between
King County
and
International Brotherhood of Teamsters Local 117
Representing Professional & Technical and Administrative Employees
[154/F1A/F3A]

Subject: New Language Services Specialist Classification Series in King County Elections

Background:

1. King County (the County) and International Brotherhood of Teamsters Local 117 (the Union) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2018 through December 31, 2020. The CBA covers two bargaining units: Administrative Support Employees, documented in Addendum A (Union Code F1A), and Professional and Technical Employees, documented in Addendum B (Union Code F3A). The Parties are currently in the process of ratifying a tentative agreement on a successor CBA.

2. The Union's Administrative Support Employees bargaining unit (F1A) includes the following classification within King County Elections in the 2018-2020 CBA:

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2271000	228002	Community Interpreter - Elections	43

3. In the course of bargaining a successor CBA, the Parties reviewed the use of this classification, and enter into this one-time Agreement as part of their overall tentative agreement to conclude bargaining.

Agreement:

1. The County will create a new two range classification series as follows, which will be added to the successor CBA for the Professional and Technical Employees bargaining unit (F3A) specifically for King County Elections as follows:

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2272100	227401	Language Services Specialist I - Elections	43
2272200	227501	Language Services Specialist II - Elections	51

2. The County will have complete authority to update and write specifications for the new Language Service Specialist classification series, and ensure they are properly differentiated from each other.

3. The County will sunset the current "Community Interpreter - Elections" classification, and will strike it in its entirety from Wage Addendum A for the F1A Administrative Employees bargaining unit in the successor CBA.

4. Incumbent regular full-time employees who are classified and actively employed as Community Interpreter - Elections upon the date of full and final ratification of the successor CBA by the King County Council shall be reclassified to Language Services Specialist II - Elections effective retroactively to April 17, 2021. Step placement shall be pursuant to Article 14, Section 14.2.B of the Coalition Labor Agreement (CLA) for "Pay Upon Reclassification".

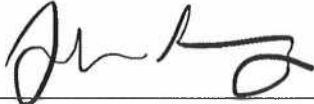
5. This Agreement is dependent on the Administrative Support Employees (F1A) bargaining unit, the Professional and Technical Employees (F3A) bargaining unit, and the King County Council ratifying the tentative agreement for a successor CBA that was reached by the Parties on March 16, 2022. The effective date for all changes will be the first day of the first pay period following full and final ratification of the successor CBA by the King County Council. If the March 16, 2022 tentative agreement for a successor CBA is not ratified by any party, this Agreement shall be null and void.

6. Any reclassification or reconsideration requests by employees in the Community Interpreter - Elections classification shall be withdrawn by the employees and the union; and no further challenges or appeals may be submitted. Tentative agreement shall indicate acceptance of the reclassification as stated in this agreement, without right to reconsideration.

7. Nothing herein shall alter any provision of the Collective Bargaining Agreement other than classifications listed in the two wage addenda. This Agreement does not establish a precedent in any way or impose any obligation on the County outside of the explicit language contained in this Agreement.

8. The terms of this Agreement shall become effective and enforceable upon signature by all parties below. Any signature received by facsimile or electronic signature will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

For International Brotherhood of Teamsters Local 117:



John Searcy
Secretary-Treasurer

4/29/2022

Date

For King County:

DocuSigned by:

1599FA1B311F404...

Diana Joy
Labor Relations Manager
Office of Labor Relations
King County Executive Office

5/1/2022

Date

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

The Union recommends employees take the following steps to protect their jobs²:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a. Ask whether you are free to leave the room if you choose to do so;
 - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
 - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
 - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

If the Employer denies any or all of you the foregoing requests, the Union recommends that you comply with their demands, including answering their questions. However, you should state that you are doing so only under protest.

¹ These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

² These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

TEAMSTERS 117 MEMBER FORMS



www.teamsters117.org/member_forms

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.