

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 (352)
SECURITY SCREENERS
KING COUNTY SHERIFF'S OFFICE**

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.	<p>1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater.</p> <p>Additional discretionary steps may not be awarded.</p> <p>Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>

Same pay grade	Start of the pay period following receipt of the completed reclassification request form at the 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.

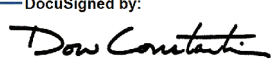
45.2 Effective January 1, 2022, employees will be required to pay \$10 per month for parking in the CFJC parking garage; except, when the employee is using their personal vehicle for County business for the day in which case they shall be reimbursed for the parking cost(s). Employees who are assigned 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

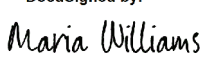
46.1. Waiver. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. Unless otherwise agreed by the parties, all letters, agreements, and understandings 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:
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King County Executive

For The King County Coalition of Unions:

 DocuSigned by:
AA962E4CF196498...
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 352
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Security Screeners - King County Sheriff's Office**

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1 This Appendix and all Addenda, along with the Coalition Labor Agreement (CLA),
2 constitutes the collective bargaining agreement (Agreement) between King County (the County), and
3 Teamsters, Local 117, (Union), the terms of which have been negotiated in good faith, between the
4 County and the Union. This agreement shall be subject to approval by ordinance by the Metropolitan
5 County Council (Council) of King County, Washington.

6 **ARTICLE 1: PURPOSE**

7 1.1 The purpose of this Agreement is to promote the continued improvement of the
8 relationship between the County and its employees through their Union. The Articles of this
9 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

10 **1.2 APPLICATION OF COALITION LABOR AGREEMENT**

11 The CLA shall apply to the individual bargaining unit's employees as follows:

12 1.2.1 The Preamble in its entirety.

13 1.2.2 All superseding and non-superseding provisions, unless otherwise noted in this
14 Appendix or in the CLA.

15 1.2.3 The following non-superseding articles do not apply to this bargaining unit:

16 A. Job Posting (CLA Article 18),

17 B. Public Disclosure Request (CLA Article 19),

18 C. TLT Positions (CLA Article 17),

19 D. Union Leave (CLA Article 22),

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

21 2.1 **Payroll Deduction for Political Contributions - Democratic, Republican,**
22 **Independent Voter Education (D.R.I.V.E.).** The County agrees to deduct voluntary contributions
23 from the paycheck of all employees covered by this Agreement in accordance with the following:

24 2.1.1 D.R.I.V.E. shall notify the County of the amount of compensation designated by
25 each contributing employee that they voluntarily elect to contribute. The amount will be whole dollar
26 increments and calculated based on the employee's pay period.

27 2.1.2 The County agrees to deduct from all employees covered by this Agreement
28 their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the

1 full amount on behalf of the contributing employee, the County will not withdraw any funds for that
2 pay period.

3 **2.1.3** The County shall transmit to D.R.I.V.E. National Headquarters on a monthly
4 basis, in one check, the total amount deducted for each contributing employee along with the name of
5 each employee on whose behalf a deduction is made.

6 **2.1.4** The Union will indemnify, defend and hold the County harmless against any
7 claims made and against it and any suit instituted against the County on account of any deduction or
8 lack thereof of D.R.I.V.E contributions.

9 **2.2 Notice of Recognition** - The County will require all new employees hired, transferred, or
10 promoted into a position included in the bargaining unit to sign a form which will inform them of the
11 Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1) copy
12 will be given to the employee and the original will be sent to the Union. The County will notify the
13 Union when an employee leaves the bargaining unit.

14 **ARTICLE 3: MANAGEMENT RIGHTS**

15 **3.1 General** - The Union recognizes the prerogatives of the County to operate and manage its
16 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
17 terms and conditions of this Agreement.

18 **3.2 Rights Enumerated** - Unless modified by this Agreement or the CLA, the County shall
19 have the right to determine staffing levels and work locations; recruit, examine, hire, appoint,
20 promote, train, layoff, and discipline and discharge regular employees for just cause; direct and
21 assign the work; develop and modify classification specifications; allocate positions to those
22 classifications; allocate employees to those positions; determine work shifts and work schedules;
23 schedule and assign overtime work; establish the methods, means and processes by which work is
24 performed; establish reasonable rules; and the right to take whatever actions are necessary in
25 emergencies in order to assure the proper functioning of the work units.

26 **3.3 Early Intervention System (EIS)** - Consistent with the authority retained in Article
27 3, the County has the right to develop and implement an EIS system consistent with KCSO's policies
28 and procedures.

1 **3.4 Office of Law Enforcement Oversight** - The Union agrees to adopt the King County
2 Police Officers Guild (KCPOG) 2017-2021 agreement on OLEO, attached as Addendum B.

3 **ARTICLE 4: CLASSIFICATIONS AND RATES OF PAY**

4 **4.1 Wage Rates** - The classifications of employees covered by this Agreement and the
5 corresponding rates of pay are set forth under Addendum A which is attached hereto and made a part
6 of this Agreement.

7 **4.2 STEP Advancement** - A regular employee may be hired at Step 1 of the wage range
8 provided under Addendum A covering the classification or above Step 1 as provided under the
9 County's Personnel Guidelines. Upon successful completion of the probationary period for the initial
10 hire into the classification, the employee will move from the initial Step hired to the next wage Step
11 in the wage range, if hired at Step 1. If the employee is hired above Step 1, they shall move to the
12 next Step upon successful completion of the probationary period. Step increases thereafter will be
13 annually, on the date of the first Step movement after the initial hire into the classification until the
14 top Step is reached. An employee working less than full-time will receive Step increases prorated
15 based on the full-time work schedule of the work unit.

16 **4.3 Step on Promotion** - A regular employee who is promoted from one classification to a
17 higher paying classification will be placed into the pay Step providing no less than a five (5%)
18 percent increase in their base hourly rate of pay not to exceed the top pay Step of the higher paying
19 classification.

20 **4.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a
21 temporary employee may be eligible for participation in the applicable Health and Welfare Plan. The
22 temporary employee may also be eligible to receive other compensation provided under King County
23 Code, as amended, in the event the employee exceeds the calendar year working hours threshold.

24 **4.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant
25 regular positions.

26 **4.6 Wage Increase** - All wage rates in effect for the classifications listed in Addendum A
27 will receive increases in accordance with the King County and Union 2022-2024 Coalition Labor
28 Agreement.

1 **4.7 Lead Assignment** - An employee may be temporarily assigned in writing by the
2 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)
3 percent above their base hourly rate of pay. In the event that the employee works as a lead in excess
4 of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This provision
5 will be superseded by lead level classifications in the attached Addendum A, if such classifications
6 have a higher wage rate than the employee's base hourly rate of pay. Security Screeners shall be
7 afforded the opportunity to express interest in being appointed to a vacant lead position.

8 **4.8 Training Assignment**- Management has the right to assign, in writing, an employee to train
9 other employees. When an employee is assigned to train one-on-one for one full day or more, such
10 employee will be paid 5% (five percent) above their base pay for that day or days, under the following
11 conditions:

12 **4.8.1** The employee submits a timely request for training pay under this section.
13 Requests should be submitted consistent with department policies and procedures, and if possible
14 should be submitted within the pay period in which the training time is worked;

15 **4.8.2** The training employee must be part of the evaluation process for the trainee, and;

16 **4.8.3** Leads, and those whose primary job duty is training, are not eligible for this
17 premium.

18 **ARTICLE 5: HOURS OF WORK**

19 **5.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
20 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and
21 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

22 **5.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule
23 comprising of four (4) work days of ten (10) consecutive hours each work day exclusive of the meal
24 period and not to exceed forty (40) hours per workweek. An established four-ten (4-10) work
25 schedule will provide for two (2) consecutive days off, one of which will be a Saturday and/or a
26 Sunday and a third day off that may not be consecutive.

27 **5.1.2 Additional Work Schedules** - By mutual agreement, additional work
28 schedules may be established.

1 **5.1.3 Overtime** - The additional hourly compensation (shift premium) paid to
2 employees assigned to second or third shift will not be paid for overtime hours worked by employees
3 who are assigned to first shift.

4 **5.2 Bid for Primary Worksite** – Employees shall participate in an annual bid in which bids
5 shall be submitted in seniority order. For example, the most senior employee will make the first
6 selection of available assignments which include: KCCH, JRJC, YSC, ITA, Redmond District Court,
7 Shoreline District Court, Bellevue District Court, Auburn District Court, Issaquah District Court, and
8 Burien District Court. Employees will designate a first, second and third choice in their bid
9 submission. For post assignments, the County shall consider seniority, but operational reasons shall
10 be the primary consideration when making post assignments.

11 **5.2.1 Altering of Work Schedule** - No employee will have their work schedule
12 altered for the purpose of avoiding the payment of overtime except when an employee bids for such
13 change as provided in Section 5.2. No employee will be required to work on their scheduled day off
14 in lieu of the employee's scheduled workday. An employee will not receive overtime pay for
15 working on Saturday or Sunday if either one or both of the days are part of their regular work
16 schedule, except as provided for under Article 6.

17 **5.3 Permanent Work Schedule and/or Location Change** – A permanent work schedule or
18 location change occurs when orders are cut to fill a vacant FTE position. The manager/designee may
19 change an employee's work schedule and/or location, but must provide at least a fourteen (14) day
20 notice to the employee, or will otherwise incur a penalty of four (4) hours of pay on each day worked
21 for which timely notice was not given. The day after notification shall be the first day of notice.

22 **5.4 Temporary Work Schedule and/or Location Change** – At least five (5) days advance
23 notice will be given to an employee prior to temporarily changing the employee's work schedule
24 and/or location. "Temporary work schedule and/or location change" shall be defined as at least one
25 work week. A penalty of four (4) hours of pay on each day worked shall be paid for which timely
26 notice was not given. The day after notification shall be the first day of notice.

27 **5.5 Temporary Schedules** - A temporary employee will be hired at Step 3. After two
28 thousand eighty (2080) hours of work as a Security Screener, temporary employees will advance to

the next higher step on the pay range.

5.6 Work Schedule - Employees will be scheduled to work when needed. The establishment of shifts and workweek schedules is vested solely with the County and may be changed to meet operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees will be given fourteen (14) days advance notice of planned shift and/or workweek schedule changes; however, in those circumstances where changes are needed due to unforeseen events, employees may be assigned with minimal or no notice.

5.7 Re-Opener for Evening Shift - The County agrees to notify the Union and negotiate the effects if evening or night shifts are established during the term of this Agreement.

ARTICLE 6: OVERTIME AND PREMIUMS

6.1 Contractual Daily Overtime - Contractual daily overtime shall be paid to employees who work more than their regularly compensated workday, inclusive of alternative work schedules, at the contractual overtime rate in effect at the time the overtime work is performed or forty (40) hours per workweek, or on a holiday recognized in Article 10 of the CLA (in addition to the holiday pay).

6.1.1 Contractual Weekly Overtime – Contractual weekly overtime shall be paid to employees for all hours compensated in excess of forty (40) hours per Fair Labor Standards Act (FLSA) workweek at the contractual overtime rate in effect at the time the overtime work is performed or on a holiday recognized in Article 10 of the CLA (in addition to the holiday pay).

6.1.2 Contractual Overtime Rate – The contractual overtime rate for each overtime hour compensated shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable pay premiums in effect at the time the overtime is worked that are contractually required to be included, (e.g. Lead pay), when calculating the contractual overtime rate. In the event the 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.

6.2 Scheduled overtime work - Scheduled overtime work will be offered to full-time regular, then part-time regular employees prior to all other employees except in those instances where regular employees are not readily available. Readily available is defined as the employee not being

on a leave status and is present at work or at home when called at the time the overtime work is being scheduled.

6.3 Overtime Authorization - All overtime will be authorized in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work will not be considered overtime when it is a regularly scheduled workday for the employee except as provided for under Article 6.

6.4 Eight (8) Hours Between Shifts - An employee who is called in to work prior to their next regularly scheduled shift, and who works no less than twelve (12) hours inclusive of overtime without at least eight (8) hours off-duty before the start of their next regularly scheduled shift will, upon request, be relieved from their next regularly scheduled shift. The employee can be directed by the County, for safety reasons, to not work their next regularly scheduled shift. In either of the above instances, the employee will receive overtime pay for all such overtime hours worked but may receive no pay for the regularly scheduled shift from which the employee was relieved.

6.5 Compensatory Time Off - Compensatory time off will be by written mutual agreement between the employee and the manager/designee. The manager/designee will approve or deny such requests in writing. Employees who accrue compensatory time shall be allowed to carry up to sixty (60) hours of compensatory time at any given time. Compensatory time will accrue at the rate of one and one-half (1-1/2) hours for every overtime hour worked.

If the request for compensatory time will result in an over accrual beyond the sixty (60) hours of compensatory time at any given time, the overtime work will be compensated with overtime pay. A denial of a request to be compensated for overtime hours worked with compensatory time rather than overtime pay is within the sole discretion of management and is not subject to the grievance procedure of this collective bargaining agreement, but may be discussed in Labor Management Meetings.

6.5.1 Compensatory Time in Lieu of Overtime Pay - On each May 31 and November 30, employees with accrued compensatory time will be permitted to request cash out of all, or a portion of such time, to the half hour, if they so desire. Payments will be made as soon as practicable, but no later than the second paycheck following the request. Compensatory time must be

used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the department director may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Employees will be paid in the pay period that includes December 31 for all accrued compensatory time not carried over into the following year. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

6.6 Call-Back and Call-Back Pay - A “call-back” will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work. Voluntary sign up for overtime does not constitute a call-back. A minimum of four (4) hours at the contractual overtime rate will be paid for each call-back. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the overtime rate.

6.7 Travel Call-In and Travel Call-In Premium - A “travel call-in” will be defined as a circumstance where an employee is notified of a work location change before they arrive to their primary worksite. A travel call-in premium, equivalent to one hour of the employee’s base hourly rate of pay, will be paid to compensate for the time spent while traveling in to the different work location. Where, after arriving at a primary worksite, an employee is assigned to a different work location, the employee shall be on the clock from the time they leave the primary site to travel to the newly assigned site. If they use their personal vehicle, they shall be compensated for mileage. This travel call-in premium does not apply to a schedule change under 5.3 or 5.4.

6.8 Shift Extension and Shift Extension Pay - If an employee is called in early or is held over at their primary worksite after their normal shift and the employee is paid continuously for the entire period of time worked, it shall be deemed a “shift extension” and not a call-back or a travel call-in. In the event of a shift extension, the employee will be compensated at the overtime rate for only the hours worked beyond their regular shift.

6.9 Emergency Work Premium - Emergency work other than the normal scheduled shift or special schedule and/or shift not enumerated in Articles 5 or 6 will be credited as such and will be compensated at the contractual overtime rate. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works their regular shift, the regular

shift will be compensated at the employee's base hourly rate of pay inclusive of any applicable pay premiums in effect at the time.

ARTICLE 7: HOLIDAYS

7.1 Holidays Observed – Comprehensive leave eligible employees covered by this Labor Agreement shall be eligible for holidays with pay as provided in Article 10 of the CLA, in addition to the below provisions.

7.1.1 Part-time Employees – Comprehensive leave eligible employees who work a part-time work schedule will be granted each of the holidays identified in Article 10 of the CLA with pay prorated to reflect their normally scheduled work week.

7.2 Holidays on Scheduled Day Off - Whenever a holiday occurs during a full-time comprehensive leave eligible employee's regularly scheduled day off, such employee either will receive compensation for the holidays identified in Article 10 of the CLA or management will designate as an alternative holiday either the regularly scheduled workday before or after the holiday. Management will establish and notify affected employees of an alternative holiday schedule no later than December 15 of the preceding year.

7.3 4-10 Employees - An employee on a 4-10 work schedule may elect to use two (2) hours of their accrued vacation leave or compensatory time applied in order to be compensated ten (10) hours for each holiday identified within Article 10 of the CLA, or may elect to take the two (2) hours as unpaid leave. As an alternative, employees working a 4-10 work schedule may have their schedule changed by the County to a 5-8 work schedule during weeks which have a holiday.

7.4 Holidays Falling on a Weekend - For those comprehensive leave eligible employees whose regular work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For those comprehensive leave eligible employees whose regular work schedule requires working on a Saturday and/or a Sunday, holidays falling on these days will be observed on the actual date of the holiday.

7.5 Holiday Observed Pay Maximum Accrual – Comprehensive leave eligible employees will receive no more than a maximum of eight (8) hours per holiday observed.

1 **7.6 Holiday Worked Pay** - Work performed by a comprehensive leave-eligible employee on
2 a holiday shall be paid at the contractual overtime rate, in addition to the holiday observed pay
3 provided in Article 7.5 above.

4 **ARTICLE 8: VACATIONS**

5 **8.1 Accrual Schedule** - Employees covered by this Labor Agreement shall be eligible for
6 vacation leave with pay as provided in Article 35 of the CLA, in addition to the below provisions.

7 **8.2 Maximum Accrual** – Employees shall use vacation leave beyond the maximum accrual
8 amount, as provided in CLA Article 9, Vacation Leave Cap on or before the last pay period that
9 includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual
10 amount will result in forfeiture of the excess vacation unless the commander/designee has approved a
11 carryover of such excess leave in accordance with CLA Article 9.2.

12 **8.3 Vacation Eligibility** - In accordance with the CLA Article 32.5, and the following.
13 Except as provided under a VEBA agreement, a comprehensive leave eligible employee will be paid
14 for accrued vacation leave to their date of separation up to the maximum accrual amount if the
15 employee has successfully completed the first twelve (12) months of County service.

16 **8.4 Partial Day Increments** - Vacation leave may be approved in one-quarter (1/4) hour
17 increments.

18 **8.5 Vacation Scheduling** – Vacation requests submitted before April 1st shall be granted
19 based on seniority. Requests submitted after April 1st shall be granted on a first come, first served
20 basis while maintaining the efficient functioning of the work unit.

21 **8.6 Notification While on Paid Vacation or Compensatory Time Off** - If a comprehensive
22 leave eligible employee is injured or becomes ill while on paid vacation or compensatory time off, in
23 order to receive sick leave for that time, they must notify the manager/designee on the first day of the
24 injury or illness, either by telephone or email, or by letter postmarked the first day of the injury or
25 illness. However, if it is physically impossible to give the required notice on the first day, notice
26 must be sent as soon as possible and must be accompanied by an acceptable showing of reasons for
27 the delay. A doctor's statement or other acceptable proof of the injury or illness, while on vacation or
28 compensatory time off must be presented regardless of the number of days involved.

1 **8.7** If a regular or probationary (who has previously achieved career service status) employee
2 resigns from County employment or is laid off and subsequently returns to County employment
3 within two (2) years from such resignation or lay off, as applicable, the employee's prior County
4 service shall be counted in determining the vacation leave accrual rate under CLA Article 32.

5 **8.8 Term-Limited Temporary Employees** - A term-limited temporary employee who,
6 contiguous with their term-limited temporary employment becomes a regular employee shall have
7 their accrued vacation leave accruals carry over with such regular appointment and the accrual rate
8 will be determined based on their date of hire in the term-limited temporary position.

9 **ARTICLE 9: SICK LEAVE**

10 **9.1 Sick Leave** - Employees covered by this Labor Agreement shall be eligible for sick leave
11 with pay as provided in Article 31 of the CLA, and as modified below.

12 **9.2 Partial Day Increments** - Sick leave may be approved in the same increments in which
13 the employee is paid.

14 **9.3 Proper Administration** - The manager/designee and employee are responsible for the
15 proper administration of the sick leave benefit.

16 **9.4 Term-Limited Temporary Employees** - A term-limited temporary employee who,
17 contiguous with their term-limited temporary employment becomes a regular employee shall have
18 their accrued sick leave accruals carried over with the regular appointment.

19 **ARTICLE 10: INSURANCE COMMITTEE AND COVERAGE**

20 **10.1 Insurance Committee** - There will be a Joint Labor Management Insurance Committee
21 comprised of representatives from the County and the Labor Union Coalition. The function of the
22 Joint Labor Management Committee will be to review, study and make recommendations relative to
23 existing medical, dental, vision and life insurance programs. The County and the Union will
24 implement any changes in employee insurance benefits which result from any agreement of the Joint
25 Labor Management Committee.

26 **10.2 Insurance Coverage While Off Work Due to On-the-Job Injury or Illness** - The
27 County shall continue to provide medical insurance coverage at no cost for active employees and
28 their dependents for those months they are unable to work due to an on-the-job injury or on-the-job

1 illness and are receiving no sick leave or vacation benefits. The total number of months of medical
2 insurance coverage provided for under this Section shall not exceed twelve (12) months or the
3 number of months for which the employee continues to receive paid sick leave and/or paid vacation
4 leave benefits, whichever is the greater.

5 **ARTICLE 11: SENIORITY - LAYOFF AND RECALL**

6 **11.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority
7 as hereinafter defined for the purposes specifically provided for within this Agreement.

8 **11.2 Probation** - An employee will be recognized as having attained seniority and regular
9 employee status when such employee has completed a probation period equivalent of twelve (12)
10 months worked in a career service position based on a full-time work schedule in a classification
11 covered by this Agreement. Probation is also served when an employee is rehired, demoted or
12 promoted. The probation period may be extended by mutual agreement between the County and the
13 Union. To the extent permitted by law, the probationary period may be extended for the number of
14 work days equal to the number of work days an employee was absent or unable to perform the
15 essential functions of the position in excess of ten (10) scheduled work days during the probationary
16 period. The County will notify the Union of a probation extension. Upon successful completion of
17 the probation period, the employee will be assigned a classification seniority date which will be the
18 date when the employee first commenced probation for that classification. An employee working
19 less than a full-time work schedule will have their probation prorated based on the full-time work
20 schedule for the work unit.

21 **11.2.1** An employee who is recalled from layoff within two (2) years, or is rehired
22 within one (1) year will have their classification seniority restored upon successful completion of
23 probation.

24 **11.2.2 Resumption of Probationary Period Upon Recall From Layoff** - In the
25 event a regular employee is laid off during their probationary period and is subsequently recalled to
26 their classification within ninety (90) calendar days from the date of layoff, the employee will be
27 credited with all days previously worked for purposes of satisfying their probationary period and
28 establishing their resultant classification seniority date.

11.3 Seniority Accrual While on Leave Due to Illness or Injury - An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to eighteen (18) workweeks of the qualified unpaid leave period.

11.3.1 Seniority Accrual While on Leave Without Pay - An employee on an approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits during such absence except as provided under Section 11.2.

11.4 Promotion and Transfer - When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume the seniority held on the date of the promotion or transfer.

A regular employee who is promoted to another King County position and does not complete the probationary period may elect to return to the former position within six (6) months if the former position is vacant and available. If the position is not available, and as a result the employee separates from the County service, the employee will be entitled to recall rights to the former classification in accordance with Section 11.9, as if the employee had been laid off on the date of separation subject to required background checks.

11.5 Seniority will be defined as follows:

- **“Classification Seniority”** will be defined as regular employee’s total length of service within a specific classification covered by this Agreement.
- **“Division Seniority”** will be defined as a regular employee’s total length of service within a division of a department covered by this Agreement.
- **“Departmental Seniority”** will be defined as a regular employee’s total length of service within a department.
- **“Bargaining Unit Seniority”** for purposes of this Agreement, will be defined as a regular employee’s total length of service within a classification(s) covered by this Agreement.

1 • “**County Seniority**” will be defined as a regular employee’s total length of service
2 with the County in a career service position.

3 **11.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following
4 causes:

5 • Discharge for just cause.
6 • Promotion or transfer outside of the bargaining unit for one (1) or more years,
7 except in case of layoff in which case it is two (2) years.
8 • Resignation; provided, however, in the event a regular employee who has
9 successfully completed their probationary period is rehired to a classification covered under this
10 Agreement within twelve (12) months from the date of their termination or resignation, the employee
11 will then be credited with all seniority credits previously existing on their last day worked.

12 **11.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County
13 will lay off the regular employee in the classification affected who has the least Classification
14 Seniority within the division. Prior to any layoff, all term-limited temporary, provisional, temporary
15 and probationary employees in the classification within the affected division of the department will
16 be separated first. Where two (2) or more regular employees have the same Classification Seniority,
17 the more senior employee will be the one who has the most seniority by applying the following
18 seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining Unit, 4) County, 5)
19 total number of compensated hours, 6) a random method by mutual agreement.

20 **11.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-
21 force will be permitted to use their Classification Seniority to displace or “bump out” the least senior
22 regular employee occupying the same classification. The employee will also be permitted to use their
23 bargaining unit seniority to displace or “bump out” the least senior regular employee occupying a
24 classification within which the bumping regular employee had previously attained seniority status.

25 **11.8.1 Displaced Employees** - A regular employee who becomes displaced due to
26 another regular employee’s exercise of Section 13.8, will also be afforded the right to displace or
27 “bump out” the least senior regular employee in their classification in a similar manner.

28 **11.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be

recalled to their classification in the inverse order of layoff subject to their ability to perform the work of the position for which the employee is recalled and their ability to pass required background checks. A regular employee will be removed from the recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to accept or report to work after being recalled, or the employee requests to be removed from the recall list.

ARTICLE 12: MISCELLANEOUS

12.1 Seniority Lists - The County will transmit to the Union a current listing of all employees in Addendum A within thirty (30) days of the Union's request for such a list, not to exceed twice per calendar year. Such list will indicate the name of the employee, job classification, classification seniority date and current work location.

12.2 Election to Union Office - CLA Provisions in Article 22 regarding Union Leave shall not apply to this bargaining unit. A regular employee elected or appointed to an office in the Union, which requires all of their time will be given an unpaid leave of absence up to one (1) year without pay upon written application. This provision does not apply to appointed shop stewards in the exercise of their duties which fall under Section 12.6. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave.

12.3 Parking - The County agrees to maintain the current practice of providing parking for the lead worker. Employees may request validation of a parking receipt for the downtown County garage. Such requests may be granted on a case by case basis if the Supervisor or designee determines it is in the County's interest to pay for an employee's parking.

12.3.1 - For the purposes of opening the King County Court House in a timely fashion and allowing the flexibility of a screener to work for a partial day, the KCSO will validate no more than three parking passes a day. These validations will be tracked by the Sergeant or their designee. Validations made beyond the provided three parking passes shall be paid at the expense of the employee. These parking spots will not replace any other parking described in 12.3.

12.4 Polygraph - Employees under this Agreement are subject to pre-hire polygraph testing pursuant to RCW 49.44.120.

12.5 King County Labor-Management Committee(s) - The County and the Union

1 recognize the importance of a collective bargaining and employee relations climate in the King
2 County Sheriff's Office that encourages cooperative efforts and joint problem-solving amongst all
3 involved parties to better serve the public, increase productivity, reduce waste, improve safety,
4 improve morale, and recruit, train and retain quality employees. In the interest of meeting these
5 challenges, the County and the Union agrees to establish labor-management committee(s) where
6 mutually agreed.

7 **12.6 Shop Stewards** - Shop stewards may conduct representational responsibilities including
8 attending grievance, Weingarten and Loudermill meetings during their regular scheduled shift,
9 without a loss of regular compensation, if excused from work by the employee's manager/designee.

10 **12.7 Safety** - The County, Union and employees agree to comply with all applicable safety
11 laws and regulations. In the event an employee discovers or identifies an unsafe condition the
12 employee will immediately notify the manager/designee. No employee will be disciplined for
13 reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an
14 unsafe environment.

15 **12.8 Uniforms** - The County agrees to provide uniforms to employees. The Uniform includes
16 two (2) pairs of pants, two (2) short-sleeved shirts, two (2) long-sleeved shirts, one (1) pair of boots
17 and one (1) jacket.

18 **12.9 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to
19 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular
20 employees within the classification within the bargaining unit. A copy of the vacancy will be posted
21 on the workplace bulletin board. Any regular employee in the bargaining unit holding a position
22 within the same classification as that of the vacant position will be given the opportunity to apply for
23 the position. The appointment will be made to the applicant who the County determines has the
24 knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the
25 applicants are equal, the position will be awarded on the basis of classification seniority. This
26 provision is not applicable to employees who hold a different employment status (i.e., part-time and
27 full-time) than that of the vacant position in the classification.

28 **12.10 Use of Term-Limited Temporary Employees** - The County will notify the Union

when it hires a term-limited temporary employee. The notice will include the classification, division hired, basis for the hire and expected length of employment. The County will meet with the Union, if requested, within fourteen (14) days following such request.

12.11 Pension Trusts - The County agrees to re-open negotiations during the term of this Agreement upon request of the Union, solely for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in a Union Pension Trust. The parties understand and agree that the Union will conduct a membership vote to determine whether the membership will participate in a Pension Trust, and that if a majority of members represented by the Union signatory to this Agreement vote in favor of participation, all employees represented by the Union must participate. The parties further agree that participation in a Pension Trust shall not result in an increase of pay for any employees covered by this Agreement.

12.12 On-Call Reopener - At the request of the County, the parties mutually agree to re-open the agreement for the purposes of bargaining on-call security screeners.

ARTICLE 13: GRIEVANCE PROCEDURE

13.1 Purpose – Is pursuant to Article 26 and 27 of the CLA regarding Grievance Procedure and Discipline and Sunset Clause. 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.

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

13.3 Access to Grievance Procedure - Employees, whether Union members or not, will have no independent unilateral privilege or right to invoke the grievance procedure; however, an employee's complaint may be presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1.

13.4 Performance Improvement Plan (PIP) – Is pursuant to Article 27 of the CLA and the following. The purpose of a PIP is to provide a structured environment to enhance communication and coaching between supervision and the employee with the goal of improved employee

performance. The performance or conduct that gave rise to the PIP may be the subject of review and corrective action, however, the PIP in and of itself will not be considered as a level of discipline.

13.5 Resolutions are Final and Binding - The disposition and/or settlement of any grievance or other matter in dispute as determined by and between the Union and the County will be final and binding upon all parties to the dispute.

13.6 Automatic Vehicle Location System Use Policy – The “Automatic Vehicle Location System Use Policy”, as amended, shall apply to all employees with the following modifications or additions:

13.6.1. AVL data will not constitute the sole documentation used to determine discipline imposed on an employee.

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

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

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

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

1 **13.6.6.** All Public Disclosure Requests related to AVL data will be forwarded to
2 public disclosure officials of the department/division responsible for the particular vehicle, or that
3 employs the Union employee, for response pursuant to the department's policies and procedures.

4 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

5 **14.1 Work Stoppages** - The County, the Council, and the Union agree that the public interest
6 requires efficient and uninterrupted performance of all King County Sheriff's Office services and to
7 this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
8 Specifically, the Unions will not cause or condone any work stoppage, including any strike,
9 slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not
10 bona fide, or other interference with King County Sheriff's Office functions by employees under this
11 Agreement and should same occur, the involved Union will take appropriate steps to end such
12 interference. Any concerted action by any employee in any bargaining unit will be deemed a work
13 stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this
14 Agreement. Being absent without authorized leave will be considered as an automatic resignation.
15 Such a resignation may be rescinded by the department head if the employee presents satisfactory
16 reasons for their absence within three (3) calendar days of the date his/her automatic resignation
17 became effective.

18 **14.2 Employer Protection** - Upon notification in writing by the King County Sheriff's
19 Office to the Union that any of its represented employees are engaged in a work stoppage, the Union
20 will immediately, in writing, order such employees to immediately cease engaging such work
21 stoppage and provide the King County Sheriff's Office with a copy of such order. In addition, if
22 requested by the King County, Sheriff's Office a responsible official of the Union will publicly order
23 such represented employees to cease engaging in such work stoppage.

24 **14.3 Discipline** - Any employee participating in such work stoppage or in other ways
25 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
26 the King County Sheriff's Office's work rules up to and including discharge, suspension, or other
27 disciplinary action as may be deemed applicable to such employee.
28

For International Brotherhood of Teamsters Local 117:

DocuSigned by:



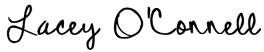
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John Searcy

Secretary-Treasurer

For King County:

DocuSigned by:



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Lacey O'Connell, Labor Relations Negotiator Senior
Office of Labor Relations, Executive Office

cba Code: 352**Union Code: F18****ADDENDUM A****International Brotherhood of Teamsters Local No. 117****WAGES**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps *
5220000	522002	Security Screener	34	1-2-3-4-5
5220600	522102	Security Screener - Lead	37	1-2-3-4-5
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				

ADDENDUM B**AGREEMENT BETWEEN KING COUNTY AND KING COUNTY POLICE OFFICERS
GUILD REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS OFFICE OF
LAW ENFORCEMENT OVERSIGHT OLEO AGREEMENT 2017-2021**

Section 22.1. The King County Office of Law Enforcement Oversight (OLEO) provides independent oversight of all aspects of KCSO's internal administrative system, to enhance accountability and community trust.

Section 22.2. OLEO may be actively involved in all KCSO internal administrative investigation by having:

- a) Real-time access to administrative investigative information, through the use of I/APro, or successor system.
- b) The ability to make recommendations regarding intake classifications as outlined in Section 22.8.
- c) The ability to participate in all administrative interviews as outlined in Section 22.9.
- d) The ability to make suggestions regarding the need for additional investigation as outlined in Section 22.11.
- e) The ability to review and make suggestions to KCSO regarding KCSO findings, excluding disciplinary decisions, on complaint investigations as outlined in Section 22.14.
- f) The ability to attend scenes of Critical Incidents as outlined in Section 22.4.
- g) The ability to attend review boards as outlined in Section 22.5
- h) The ability to conduct independent investigations as outlined in Section 22.18.
- i) The ability to follow up when KCSO declines to conduct additional investigations as outlined in Section 22.20.

In addition, OLEO may monitor any complaint filed with its office or KCSO, and administrative investigations of Critical Incidents, Serious Force Incident, and Serious Officer Involved Events as defined under the General Operating Manual (GOM).

Section 22.3. OLEO may receive complaints from any party, including, without limitation, members of the public or employees of KCSO. OLEO will forward all complaints to the Internal Investigations Unit (IIU) within five (5) business days for processing and, when appropriate, investigation. Except as provided under Section 22.18 OLEO will not conduct independent disciplinary investigations but may participate in interviews as provided herein.

Section 22.4. The OLEO director/designee shall be timely notified of and have the opportunity to attend scenes of Critical Incidents requiring callout of the Criminal Investigations Divisions (CID) and/or the Administrative Review Team (ART) for employee involved events. OLEO staff shall be stationed at the Command Post or closer to the scene than the Command Post if approved and accompanied by the Sheriff/designee, and interact only with the administrative team liaison with CID. After the scene is secured, a representative from CID will escort the OLEO representative through the scene.

Section 22.5. The OLEO director/designee may attend Use of Force Review Boards and Department-level Driving Review Boards as a non-voting member. The OLEO director/designee may also attend a “lessoned learned” ART reviews so long as a Guild representative is allowed to attend.

Section 22.6. In addition to complaints received by OLEO, KCSO will provide OLEO access to all other complaints within five (5) business days. The KCSO will be the custodian for all KCSO investigative records. OLEO will not print or download KCSO complaints or investigative records of any kind. If the Sheriff determines that a member of OLEO has violated the terms of access to investigative records, the Sheriff shall have the right to deny the OLEO member further access to investigative records.

Section 22.7. OLEO will have the opportunity to make a recommendation for mediation to the Sheriff, prior to investigation. In the event KCSO, the complainant and the employee all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the employee participates in good faith during the mediation process, the employee will not be subject to discipline and the complaint will be administratively dismissed. Good faith means that the employee listens and considers the issues raised by the complainant, and acts and responds

1 appropriately. Agreement with either the complainant or the mediator is not a requirement of good
2 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to
3 participate, the employee will be considered to have participated in good faith. Moreover, any
4 records related to mediation (other than a mediation settlement agreement) shall not be admissible in
5 any proceeding except to enforce this section.

6 **Section 22.8.** Once any complaint is received by the IIU, it shall be submitted to the chain of
7 command for review pursuant to the GOM. OLEO will be provided an opportunity to review
8 KCSO's proposed intake classification or changed classification and either agree or recommend a
9 change to the intake classification before the complaint is investigated, not investigated and closed, or
10 sent to a supervisor for further action. KCSO shall make the final determination of the intake
11 classification. When either the Sheriff or her/his designee determines that the allegations warrant
12 investigation, such investigation shall be approved, and IIU will initiate the investigative process.

13 **Section 22.9.** Prior to an interview, KCSO will timely notify OLEO of all administrative
14 investigation interviews on all complaints, Critical Incidents, Serious Force Incidents, and Serious
15 Officer Involved Events. A single OLEO representative may attend and observe interviews, and will
16 be given the opportunity to ask questions that are within the scope of permissible investigative
17 questioning and at such time that it does not interfere with the questioning by KCSO. OLEO will not
18 participate in criminal investigations in any way, and will not be notified of any part of the criminal
19 investigation until the criminal investigation is concluded. At that point, the file shall be provided to
20 OLEO.

21 **Section 22.10.** Upon completion of internal administrative investigations, OLEO will certify
22 in writing, whether the investigation was thorough and objective by the standards of OLEO before
23 KCSO concludes its finding process.

24 **Section 22.11.** As a part of OLEO's active involvement OLEO may believe that additional
25 investigation is needed on issues they deem material to the outcome. If there is any dispute between
26 the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the
27 requested additional investigation, the IIU Commander will determine whether additional
28 investigation will be undertaken. If OLEO is not satisfied with the determination of the IIU

1 Commander, the matter will be submitted to the Sheriff, for a determination with OLEO providing
2 the reason(s) for its recommended additional investigation. After completion of the additional
3 investigation, or the conclusion that no further investigation will be undertaken, OLEO will then
4 certify according to the standards of OLEO, whether the internal investigation was thorough and
5 objective before KCSO concludes its findings process. This determination will be made within ten
6 (10) business days. Once the above finding is entered in the investigation, OLEO will not be
7 involved further in the processing of that case except as provided herein.

8 **Section 22.12.** All final disciplinary decisions will be made by the Sheriff.

9 **Section 22.13.** OLEO will be provided a copy of any letter or other notification to an
10 employee informing them of actual discipline imposed as a result of an administrative investigation
11 or the Notice of Finding in the event that the complaint is not sustained.

12 **Section 22.14.** OLEO will be notified by KCSO, within five (5) business days of case
13 completion, of all internal administrative investigations for the OLEO's review and recommendation
14 on KCSO's findings before KCSO notifies the employee. OLEO shall provide any recommendations
15 on these findings to KCSO within five (5) days of notice of case completion. OLEO shall not make
16 any disciplinary recommendations regarding any internal administrative investigation. OLEO in
17 addition to KCSO's written Notice of Finding letter to the complainant, may send a closing letter to
18 the complainant. The letter may summarize the case findings within the context of this Article.

19 **Section 22.15.** Any complaining party who is not satisfied with the findings of KCSO
20 concerning their complaint may contact OLEO to discuss the matter further. However, unless
21 persuasive and probative new information is provided, the investigation will remain closed. In
22 accordance with established arbitral case law, employees may not be subject to discipline twice for
23 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate
24 burden of establishing compliance with this section rests with the County in any subsequent
25 challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in
26 Section 19.10 of this Agreement.

27 **Section 22.16.** In addition to the investigative process, OLEO will have unimpeded access to
28 all complaint and investigative files for auditing and reporting purposes. OLEO is prohibited at all

1 times, including but not limited to, when issuing written or oral reports, from disclosing the name(s)
2 or other identifying information of employees or other individuals involved in incidents or
3 investigations except OLEO may use the names of any individuals who were subjects of employee-
4 involved events if already made public by KCSO. Nothing herein shall limit OLEO from
5 acknowledging, without analysis or opinion, that it is monitoring an investigation and information
6 already made public by KCSO.

7 **a)** OLEO is prohibited from providing information related to pending KCSO
8 investigations to any third parties, except the Sheriff/designee. OLEO shall immediately forward to
9 KCSO any requests, demands or court orders for documents. KCSO's Public Disclosure Unit will
10 review and make determinations on any Public Disclosure requests for KCSO investigative materials.
11 If OLEO is ordered by a court to produce information related to KCSO investigative materials, it
12 shall produce materials as required in consultation with the King County Prosecuting Attorney's
13 Office.

14 **b)** OLEO may make statistical observations regarding the disciplinary results of
15 sustained internal investigations but shall not take issue with discipline imposed by the Sheriff in
16 specific cases.

17 **Section 22.17.** OLEO may recommend changes to rules, general orders, policies and
18 procedures for the review and/or audit of the complaint resolution process, and review and
19 recommend changes in KCSO policies to improve the quality of police investigations and practices in
20 KCSO. Nothing herein shall be construed as a waiver of the Guild's right to require the County to
21 engage in collective bargaining as authorized by law.

22 **Section 22.18.** OLEO may administratively investigate complaints involving Critical
23 Incidents, Serious Force Incidents, Serious Officer Involved Events, and Serious Misconduct as
24 provided herein:

- 25 **a)** If KCSO does not conduct an internal administrative investigation.
26 **b)** OLEO may conduct investigations independent of KCSO IIU on complaints made
27 against non-represented KCSO employees.
28 **c)** OLEO shall notify KCSO at least five (5) business days before commencing an

1 investigation.

2 d) At the completion of its investigation, OLEO will provide its report of
3 investigation only to the Sheriff; except as required by law.

4 e) After consultation with the Sheriff, OLEO may disclose, without analysis or
5 opinion, audio or video evidence from an investigation being conducted by OLEO that will not
6 compromise any pending investigation.

7 f) Administrative investigations conducted by OLEO are subject to Article 19.

8 **Section 22.19.**

9 a) Except as provided herein, nothing in this Article shall allow the Sheriff to assign
10 bargaining unit work to OLEO.

11 b) Nothing in this Article shall preclude OLEO from conducting an inquiry into a
12 “concern” about a system, training, procedure or policy that is related to the work of OLEO and is not
13 the subject of a “complaint” as defined in KCC 2.75.010 (C) and (D). The review of a concern shall
14 be made for the purpose of potential recommendations to the Sheriff related to the systems, training,
15 procedures and policies of the KCSO. Such review shall not be directly related to an allegation of
16 potential or specific employee misconduct.

17 **Section 22.20.** After the administrative investigation has been closed and any discipline has
18 been adjudicated, OLEO may follow-up on any requested additional investigation that was made
19 pursuant to Section 22.11 and was rejected by the KCSO. As part of any such follow-up, OLEO will
20 not utilize an expert who creates a report criticizing an expert’s opinion that was relied upon by the
21 KCSO in reaching its conclusion for that investigation. In the event OLEO learns information that
22 could be useful to the Sheriff for purposes of potential changes to KCSO policies, practices, systems
23 and procedures, OLEO may provide that information to the Sheriff as part of a report concerning
24 such changes. After providing the report to the Sheriff, OLEO may release the report to others. The
25 report is subject to the limitations in Section 22.16. This information cannot be used to reopen an
26 investigation.

27 **Section 22.21.** OLEO may not issue a subpoena to an employee of KCSO, to their family
28 members, or to seek their personal and confidential records. However, if the County Charter is

1 amended to incorporate subpoena power for OLEO, the parties will bargain over the issue as required
2 by law.

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.