

# **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 (467)  
OFFICE OF THE OMBUDS - KING COUNTY COUNCIL**

**Term of Agreement**

**January 1, 2023 – January 31, 2024**

<b>NOTICE TO ALL MEMBERS</b>
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**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, ELIGIBILITY<sup>1</sup>**

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

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<sup>1</sup> This Article does not apply to employees with benefit time (BT).

following designated holidays with pay:

<b>HOLIDAYS</b>	
New Year's Day	January 1
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth*	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day*	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

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

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

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

An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off, the employee will be given a deferred holiday. The employee and supervisor will jointly select another day (preferably within the same pay period) to take as a holiday.

*This section does not supersede the holiday bank or holiday pay language in an Appendix.*

**10.3. Two Personal Holidays.** Annually, comprehensive leave eligible employees shall receive two personal holidays to be added to their vacation bank on the paycheck that includes February 1st. New employees eligible for comprehensive leave benefits who are hired on or before November 15th shall receive two personal holidays to be added to their vacation bank on the last day of the first pay period following their date of hire.

*These two personal holidays shall continue to be administered per contract language in each individual Appendix.*

In no event shall there be more than two personal holidays awarded per year.

## **ARTICLE 11: FMLA/KCFML**

### **11.1. Federal Family and Medical Leave Act.**

A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12 month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury or illness.

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

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

### **11.2. King County Family and Medical Leave.**

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

placement), and for any qualifying reason under the FMLA, , or other family and medical leaves available under federal or state law.

**B.** The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. KCFML shall run concurrently with other federal, state and County leaves to the extent allowed, including but not limited to the FMLA, Washington State Paid Family and Medical Leave Act (PFML), and the Washington State Family Care Act.

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

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

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

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

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

## **ARTICLE 12: PROFESSIONAL DEVELOPMENT**

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

## **ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM**

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

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

**13.2.** Though the job duties of a supported employee may cross job classifications, bargaining units and/or Union jurisdiction boundaries, no Public Employment Relations Commission (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work assigned to a supported employee or allegations of bargaining unit work "skimming." The parties understand that the process used to assign duties will reflect a "customized employment process" wherein job duties may be "carved" from various assignments and places to create a single supported employee assignment. Because a key component to a successful program includes flexibility in assigning job duties based on operational need and employee growth, as well as the ability to increase responsibility as skills grow, duties will vary and may change over time. For this reason, the parties to this Agreement expressly waive the legal right to file PERC ULP complaints or grievances regarding bargaining unit "skimming" by supported employees. Should these "carved" duties no longer be assigned to a supported employee, said duties will revert to the bargaining units where they originated.

**13.3.** Supported employees will be represented and pay dues, as appropriate, to the Union representing the majority of the work assigned. If there is no clear majority, the Union representing the plurality of the work assigned will represent the employee. Should a party to this Agreement (County or Union(s)) contest the Union representation assigned to a position, that party will notify the other party (County or appropriate Union(s)) and they will meet to discuss the dispute. Issues, concerns or disputes regarding the representation of bargaining unit work assigned to supported employees will be discussed by the Union(s) jointly with the program manager and the appropriate Office of Labor Relations labor negotiator. Employees will be allowed and expected to continue performing their duties, newly identified and/or previously assigned, while the dispute is discussed. The parties may involve the King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes. An unresolved dispute will be presented to a PERC mediator selected by the parties. This process will be completed in an expedited manner. An

employee's job coach may be included in discussions about represented bargaining unit work that has been assigned.

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

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

#### **ARTICLE 14: RECLASSIFICATION AND RESULTING PAY**

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

##### **A. Reasons for Filing a Reclassification Request.**

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

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

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

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

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

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

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

**B.** The table below summarizes the effective date and resulting pay when an employee’s position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at the Department of Human Resources.	1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded.  Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.  If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.



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

### **C. FLSA Status Change Upon Reclassification.**

1. When an employee's position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.

2. When an employee's position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

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

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

### **14.4. Reconsideration of a Classification Decision.**

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

**B. Appeal of a Classification Reconsideration Decision.**

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

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

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

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

## **ARTICLE 15: SPECIAL DUTY**

### **15.1 Definitions.**

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

1. Temporary employees, including TLTs, are not eligible for special duty assignments.

2. Base Position – The employee’s underlying position while on special duty assignment.

3. Base Union – The Union that represents the employee’s base position.

4. Acting Union – The Union that represents the special duty position or body of work.

## **15.2. Duration.**

A. Depending on the type of special duty assignment needed, an assignment may be made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following circumstances:

1. 30 days to 12 Months – Shall be approved by the director or designee to provide additional staffing:

(a) Due to work that exceeds either the volume and/or complexity of what is routine and is for a limited duration.

(b). Due to unforeseen work caused by unique circumstances, which are not expected to reoccur.

(c) Needed to either develop and/or implement, a new function, system, or proposal.

(d) To backfill for a vacant regular position.

2. Up to Three Years – Shall be approved by the Director of Human Resources or designee: To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a County function, project or department.

3. Up to Five Years – Shall be approved by the Director of Human Resources or designee:

i. To backfill a regular position, when:

a) An employee is absent because of an extended leave of absence for a medical reason;

b) An employee is absent because of military service; or

c) An employee is absent because of a special duty or other assignment.

- ii. To staff or backfill staff on a clearly defined grant-funded, capital improvement, or information systems technology project.

B. FLSA-exempt special duty assignments shall be made in full-workweek increments, from Saturday through Friday.

C. An employee's special duty assignment will end when management becomes aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion of a 30-day absence, whichever occurs first.

### **15.3. Recruitment.**

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

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

B. If an employee is hired into a regular position and served in a special duty position doing the same or substantially similar work of the regular position within one year of that hire, the employee shall receive credit towards the employee's probationary period for the time served in the special duty role. If the time served in that special duty position was longer than the required probationary period, the employee's probationary period shall be considered served.

***C. The rotation provisions in the Professional and Technical Employees, Local 17 Public Health and Professional and Technical Employees, Local 17 Department of Permitting and Environmental Review Appendices will still apply (CBA Code 060 and CBA Code 040).***

### **15.4. Pay.**

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

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

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

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

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

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

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

**15.5. Paid Leave While on Special Duty.**

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

**15.6. FLSA Status Change.**

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

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment pursuant to the terms of the Appendix covering the Special Duty position.  Prior to ending the FLSA non-exempt

		special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	<p>Employees are eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. The Executive Leave award is in accordance with the terms of the Appendix.</p> <p>The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out or carried over to the next calendar year.</p>	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out or carried over the next calendar year.

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

#### **ARTICLE 16: CONTRACTING OUT**

The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

#### **ARTICLE 17: TLT POSITIONS**

Term Limited Temporary (TLT) employees will not be used to supplant regular Full-time Equivalent (FTE) or Career Service positions.

*Nothing in this Article is intended to supersede TLT language provided for in the*

*individual Appendix that is not expressly covered in this Article.*

## **ARTICLE 18: JOB POSTING**

**18.1.** Employees are encouraged to seek advancement within their specific work units, as well as within the County as a whole. All open regular and TLT positions that are represented by the Coalition shall be posted on the County website and in Human Resources, for a minimum of 14 calendar days.

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

**18.3.** Regular and TLT employees that are represented by the Coalition who meet a positions' minimum qualifications and pass any required test for the position will be given a first interview, either by phone or in person, whichever is applicable in the process.

## **ARTICLE 19: PUBLIC RECORDS REQUEST**

When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request, the Employer will provide the employee notice of the request in advance of the intended release date. If the Employer receives a public records request for personal information (RCW 42.56.250(4)) for the entire membership of the Union working for the Employer, the Employer shall notify the Union as soon as possible and prior to the release of the information.

## **ARTICLE 20: UNION NOTIFICATION**

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

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



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

**ARTICLE 21: UNION ENGAGEMENT**

**21.1. Steward Training.** During each year of this Agreement the Union's principal officer may request that Union stewards be provided with up to one work day of release time without loss of pay to participate in the steward training programs sponsored by the Union.

**21.2.** The Union shall submit to the Office of Labor Relations and the Division as far in advance as possible, but at least two weeks in advance, the names of those stewards who will be attending training. Time off for these purposes shall be approved in advance by the employee's supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take into consideration operational needs.

**21.3. New Employee Orientation (NEO) - Union Presentation.** The County agrees to allow the Unions to meet the new bargaining unit employees following hire. Approximately five working days before the Union meets with the employee during the NEO period, a list of names of employees who shall be attending shall be forwarded to the Union.

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

**ARTICLE 22: UNION LEAVE**

**22.1.** Upon written application, a regular employee elected or appointed to a Union office that requires all of their time shall be given a leave of absence without pay from work, normally not to exceed a period of five years. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave. Leave may not be approved for more than one employee at a time per Department.

**22.2.** A regular employee designated by the Union to serve on official Union business that requires a part of their time shall be given a leave of absence without pay from work, provided it can be done without detriment to County services and at least 48 hours written notice is given to the Division. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave.

**ARTICLE 23: USE OF COUNTY BULLETIN BOARDS & ELECTRONIC DEVICES**

**23.1. Bulletin Boards.** The County agrees to provide bulletin boards in areas accessible to the members for the use of Union officers and stewards to post announcement of meetings, election of officers, and any other Union materials. No materials of a political nature can be posted.

**23.2. Electronic Devices.** The County will permit Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to the County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy, as amended. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

#### **ARTICLE 24: REIMBURSEMENT FOR PERSONAL TRANSPORTATION**

All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established through ordinance by the County Council. King County provides coverage for liability to a third party, and property damage to an employee's personal vehicle, if the use of an employee's personal vehicle was authorized, the employee is traveling during their work day (not commuting), and they were acting in good faith and within the course and scope of their employment.

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

#### **ARTICLE 25: INSURED BENEFITS**

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

## **ARTICLE 26: GRIEVANCE PROCEDURE**

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

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

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

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

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

**26.6. Access to Grievance Procedure.** Though employees will have no independent unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1.

**26.7. STEP 1 - Supervisor/designee-** A grievance must be presented in writing by the shop steward or the Union representative within 30 calendar days of the occurrence or employee/Union knowledge of such grievance. The grievance shall be presented to the employee's supervisor or designee and will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

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

grievance.

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

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

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

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

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

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

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

**STEP 3 - Office of Labor Relations -Labor Negotiator**

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

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

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

**STEP 4 - Arbitration -** Should the decision of the Labor Negotiator at STEP 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

**1. Selection Process.** The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of 11 names furnished by Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Services (FMCS). The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE**

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

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

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

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



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

**27.3.** Letters of reprimand shall not be used for progressive discipline after a period of 18 months from the date of issuance, other than for purposes of showing notice; provided the employee has not been disciplined during the 18 months.

**27.4.** All time limits set forth in this Section that refer to working days, shall include Monday through Friday and exclude all County recognized holidays.

**27.5.** Investigations will typically be completed within 90 calendar days after the division or agency director is made aware of a credible allegation of misconduct. The time to complete the investigation may be extended by the division or agency if another agency is investigating the event (e.g., police agency, Ombudsman) or if evidence necessary to complete the investigation is not reasonably available to complete the investigation during the 90 calendar day investigation period. If the investigation time period is extended, the division will notify the employee(s) under investigation and the Union and both will be provided with the basis for the extension and the expected date the investigation will be completed.

**A.** Written reprimands, notices of intent to suspend, demote or discharge must be executed within 30 calendar days following conclusion of the investigation, unless otherwise mutually agreed to by the parties.

**B.** Following the County's notice of intent to suspend or discharge, a Loudermill hearing should be offered and a decision made within 30 calendar days of the notice, unless otherwise mutually agreed to by the parties.

***Nothing in this article is intended to supersede the Teamsters Local 174 (CBA Code 160) and the Service Employees International Union Local 925 (CBA Code 011) Appendices.***

## **ARTICLE 28: ECONOMIC EQUITY**

**28.1.** Should any non-Coalition bargaining unit within King County reach a more favorable combined general wage increase and benefit funding rate, the Coalition reserves the right to reopen this Agreement to bargain the impacts of that decision.

**28.2.** This provision will not apply to Sherriff's deputies, Captains or Majors, Marshals, Paramedics, interest arbitration decisions, or to job classifications that receive market based increases.

**28.3.** If the County can demonstrate that bargaining units outside of the Coalition made economic offsets in negotiations to increase wages or benefits, the reopener will not apply.



## **ARTICLE 29: COMPENSATION**

### **29.1. Wage Rates General Wage Increase (GWI).**

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

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

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

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

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

<b>Employee Base Annual Pay (based on 2020 salary schedule) (Excludes all add-to-pays)</b>	<b>Bonus Amount</b>
<\$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 LEAVE<sup>2</sup>**

**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

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<sup>2</sup> 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 LEAVE<sup>3</sup>**

**32.1.** Comprehensive leave eligible employees shall be granted vacation with pay as follows:

<b>Months of Service</b>	<b>Current Hourly Accrual Rate</b>	<b>Approximate Days/Year</b>
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

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<sup>3</sup> 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.

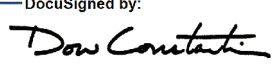
**45.2** Effective January 1, 2022, employees will be required to pay \$10 per month for parking in the CFJC parking garage; except, when the employee is using their personal vehicle for County business for the day in which case they shall be reimbursed for the parking cost(s). Employees who are assigned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

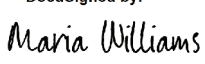
**46.1. Waiver.** The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. Unless otherwise agreed by the parties, all letters, agreements, and understandings 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 467**  
**Agreement Between King County**  
**And**  
**International Brotherhood of Teamsters Local 117**  
**Office of the Ombuds - King County Council**

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1           These Articles constitute an Agreement, terms of which have been negotiated in good faith,  
2 between KING COUNTY (“the County”) and TEAMSTERS LOCAL 117 (“the Union”). This  
3 Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council.

4 **ARTICLE 1: PURPOSE STATEMENT**

5           **Section 1.1** The purpose of this Agreement is to promote the continued improvement of the  
6 relationship between King County and its employees represented by the Union. The articles of this  
7 Agreement set forth the wages, hours and working conditions for the bargaining unit employees.

8           **Section 1.2** The Coalition Labor Agreement (CLA) superseding articles that do not apply to  
9 the bargaining unit are: Unpaid Leaves of Absence (CLA Article 3), FMLA (CLA Article 11.1),  
10 Supported Employment Program (CLA Article 13), Reclassification and Resulting Pay (CLA Article  
11 14, except Section 14.2), Special Duty (CLA Article 15), Contracting Out (CLA Article 16), TLT  
12 Positions (CLA Article 17), Job Posting (CLA Article 18), Discipline and Sunset Clause (CLA  
13 Article 28), Sick Leave (CLA Article 34), Layoff Task Force (CLA Article 38), Equal Employment  
14 Opportunity (CLA Article 39), and Telecommuting (CLA Article 40).

15           **Section 1.3** The CLA non-superseding articles that do not apply to the bargaining unit are:  
16 Safety Gear and Equipment Allowance (CLA Article 42), After Hours Support (CLA Article 43),  
17 Working Out of Class (CLA Article 37), and Waiver and Complete Agreement (CLA Article 46).

18           **Section 1.4** The CLA Memoranda of Agreement that do not apply to the bargaining unit are  
19 regarding Longevity Pay/Incentive Pay for Administrative Support Classifications and Cross-  
20 Jurisdictional Special Duty Assignments.

21           **Section 1.5** The Parties recognize that certain titles utilized within the CLA may need to be  
22 changed to reflect the Office of the Ombuds’ reporting structure.

23 **ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND D.R.I.V.E.**

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

27           **Section 2.2** The County will transmit to the Union a current listing of all employees in the  
28 bargaining unit within thirty (30) days of the Union’s request for such a list, not to exceed twice per

1 calendar year. For all employees performing bargaining unit work, the list shall include the name of  
2 the employee, classification, department and salary.

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

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

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

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

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

19 **ARTICLE 3: RIGHTS OF MANAGEMENT AND WORKLOAD**

20 **Section 3.1** The Union recognizes the prerogatives of the County to operate and manage its  
21 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the  
22 terms and conditions of this Agreement.

23 **Section 3.2** The County shall have the right to discipline and discharge employees, and the  
24 right to layoff employees for lack of work or funds, as part of a reorganization, for the occurrence of  
25 conditions beyond the control of the County, or when such continuation of work would be wasteful  
26 and unproductive. The County shall further have the right to hire employees and establish  
27 probationary periods for new hires, appoint, promote, train, assign, appraise employee performance,  
28 contract work and direct the workforce; develop and modify classification specifications, allocate

positions to those classifications, determine work schedules, schedule overtime work, and to establish the methods and processes by which work is performed, the right to establish reasonable rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Council.

**Section 3.3 Discipline and Discharge.** The parties recognize the critical importance of obtaining the highest levels of performance from unit employees, and thus have mutually embraced a requirement of high performance. The Union and the employees also agree upon the County's need to ensure employees fully comply with all rules, policies and practices of the County. As such, while the suspension, demotion and discharge of employees who are not on probation is subject to just cause, these standards and expectations shall be the baseline for any such determination.

Should the grievance procedure be invoked in order to resolve a dispute concerning the County's application of the just cause standard, the County's judgment shall be upheld unless it is found to be arbitrary and capricious. Any action which is based upon the County's judgment concerning the performance of a unit employee, and which has been documented through a process of performance management is final and may not be challenged through the arbitration procedure.

**Section 3.4 New Employees Probation.**

**A.** The parties recognize the critical importance of obtaining the highest levels of performance from employees and the need to provide substantive on-the-job experience, training and mentoring to help new employees meet the mutually embraced requirement of high performance. In keeping with these standards, the County can terminate the employment of new employees at any time during the orientation/training or probation period(s) except for the limited reason set forth in Subparagraph B herein. Employees who are terminated during the orientation/training or probation period(s) do not have recourse under Article 9.

**B.** New employees will begin their employment with an orientation/training period beginning on the first day of employment and expiring after ninety (90) calendar days. During the orientation/training period, new employees will not be discharged based on performance.

**C.** Following the ninety (90) calendar days orientation/training period, the employee shall begin to serve a ninety (90) calendar days probation period. The County may, at its discretion,

1 extend the probation period up to an additional ninety (90) calendar days. If the probation period is  
2 extended, the County will notify the employee and the Union of its decision to extend the  
3 probationary period prior to the end of the first probation period. The County may waive the term of  
4 the extended probation period at any time.

5 **Section 3.5 Work Assignments.** The County retains the right to make all work assignments,  
6 including the determination of how work will be assigned to bargaining unit members.

7 **Section 3.6 Contracting Out.** The County will endeavor to reach mutual agreement with the  
8 Union prior to any reassignment of work historically performed by this bargaining unit to employees  
9 outside of the bargaining unit. No bargaining unit employee will be laid-off due to a decision by the  
10 County to assign work historically performed by bargaining unit employees outside the bargaining  
11 unit.

12 **Section 3.7 Workload Review.**

13 **A.** Any bargaining unit member who is not on involuntary paid administrative leave  
14 may request and receive a workload review to address workload/assignments, training/skills  
15 development, and work efficiency. Employees of the bargaining unit may request workload reviews  
16 at any time, provided it has been at least six (6) months since the conclusion of any prior workload  
17 review.

18 **B.** Workload review requests will be made to the Ombuds Director. An initial  
19 meeting to review the employee's workload as described below shall occur with the Ombuds Director  
20 within thirty (30) days. Within five (5) business days following the meeting, the parties shall  
21 endeavor to adopt a mutually agreeable follow-up plan. In the absence of a mutually agreed plan, the  
22 parties shall have a check in meeting within thirty (30) days of the original meeting.

23 **C.** The employee may request that another Teamster or shop steward from their  
24 agency be involved in the process.

25 **D.** The goal of the workload review is to assess workloads with the objective of  
26 making the assignments as balanced and sustainable as possible, as appropriately resourced as  
27 possible, and supportive of success for the employee and the agency.  
28

1 E. A request for or a pending workload review will not be a basis to impose or not  
2 impose employee discipline.

3 F. The workload review process does not guarantee a change of workload.

4 **Section 3.8 Vacant Positions.** Management shall fill vacant positions as expeditiously as  
5 possible. Should there be a decision to not fill a vacant position, the parties shall discuss the impacts  
6 of such decision at a Labor Management Committee meeting.

7 **ARTICLE 4: VACATION LEAVE**

8 **Section 4.1** Employees covered by this Labor Agreement shall be eligible for vacations with  
9 pay as provided under CLA Articles 9 and 32, in addition to the below provision.

10 **Section 4.2 Vacation Scheduling.** The director/designee shall be responsible for  
11 establishing a vacation schedule that maximizes employee vacation opportunities while achieving the  
12 efficient functioning of the unit.

13 **ARTICLE 5: SICK LEAVE**

14 **Section 5.1** Employees covered by this Labor Agreement shall be eligible for sick leave  
15 benefits as provided by King County Code 3.12.220, as amended.

16 **Section 5.2** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for each  
17 hour in regular pay status excluding overtime up to a maximum of 3.6928 hours per biweekly pay  
18 period. Employees shall accrue sick leave from their date of hire in a leave-eligible position. The  
19 employee is not entitled to sick leave if not previously earned.

20 **Section 5.3** During the first six (6) months of service in a leave-eligible position, employees  
21 eligible to accrue vacation leave may, at the director/designee's discretion, use any accrued days of  
22 vacation leave as an extension of sick leave, unless such use is guaranteed by Washington State law.  
23 If an employee does not work a full six (6) months in a leave-eligible position, any vacation leave  
24 used for sick leave must be reimbursed to the County upon termination, unless otherwise prohibited  
25 by Washington State Law.

26 **Section 5.4** There shall be no limit to the hours of sick leave benefits accrued by an eligible  
27 employee.

**Section 5.5** 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 nondisciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, be separated for non-disciplinary medical reasons or be laid off and return to County employment within two (2) years, accrued sick leave shall be restored; provided, that such restoration shall not apply where the former employment was in a term-limited position.

**Section 5.6** Employees eligible to accrue leave and who have successfully completed at least five (5) 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 thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

**Section 5.7** An employee must use all of their sick leave before taking unpaid leave for their own health reasons. If the injury is compensable under the County's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons, the employee may set aside a reserve of up to eighty (80) hours of accrued sick leave. An employee who has exhausted all of their sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by their appointing authority.

**Section 5.8** Accrued sick leave shall be used for the following reasons:

**A.** The employee's bona fide illness; provided, that an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the regular pay of the employee;

**B.** The employee's incapacitating injury, provided that:

An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the regular pay of the employee;

1 though an employee who chooses not to augment their worker's compensation time loss pay through  
2 the use of sick leave shall be deemed on unpaid leave status;

3           **C.** An employee who chooses to augment worker's compensation payments with the  
4 use of accrued sick leave shall notify the worker's compensation office in writing at the beginning of  
5 the leave;

6           **D.** Exposure to contagious diseases and resulting quarantine.

7           **E.** An employee's temporary disability caused by or contributed to by pregnancy and  
8 childbirth.

9           **F.** The employee's medical, ocular or dental appointments, provided that the  
10 employee's supervisor has approved the scheduling of sick leave for such appointments.

11           **G.** To care for the employee's child if the child has an illness or health condition  
12 which requires treatment or supervision from the employee;

13           **H.** An employee may not collect sick leave for physical incapacity due to any injury  
14 or occupational illness which is directly traceable to employment other than with the County.

15           **I.** To care for other family members, if:

16                   **1.** The employee has been employed by the County for twelve (12) months or  
17 more and has worked a minimum of one thousand forty hours (1,040) in the preceding twelve (12)  
18 months;

19                   **2.** The family member is the employee's spouse or domestic partner, the  
20 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
21 employee's spouse or domestic partner, the employee's sibling, or an individual who stands or stood  
22 in loco parentis to the employee, the employee's spouse or domestic partner; and

23                   **3.** The reason for the leave is one of the following:

24                           **a.** The birth of a son or daughter and care of the newborn child, or  
25 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
26 within twelve (12) months of the birth, adoption or placement;



b. The care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

c. The care of a family member who suffers from a serious health condition.

4. To the extent that Washington State law provides more extensive benefits for use of paid leave for family care, the Union and County agree that state law shall prevail.

**Section 5.9 King County Family and Medical Leave (KCFML).** As provided under CLA Article 11.2., Subsections A, B and C.

**Section 5.10** The County shall continue its contribution toward health care during any unpaid leave taken under Section 5.9.

**Section 5.11** An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to bona fide layoff provisions, to:

A. The same position the employee held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

C. The same seniority accrued before the date on which the leave commenced.

**Section 5.12** Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

## **ARTICLE 6: GENERAL LEAVES**

**Section 6.1** Employees covered by this Labor Agreement shall be eligible for the following paid leave benefits:

**Section 6.2 Donated Leaves.** As provided under CLA Article 6 with the below addition.

A. **Vacation leave hours.** Any comprehensive leave-eligible employee may donate a portion of their accrued vacation leave to another employee eligible for comprehensive leave benefits. Such donation will occur upon written request to and approval of the donating director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave

benefits of the receiving employee shall not be denied unless approval would result in a hardship for the Council.

**Section 6.3 Jury Duty.** Any comprehensive leave-eligible employee who is ordered on a jury shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services. Employees shall report back to their work supervisor when dismissed from jury service.

#### **Section 6.4 Unpaid Leaves of Absence.**

**A. Short-Term Leaves of Absence.** A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the applicable Supervisor.

**B. Long-Term Leaves of Absence.** The director/designee may grant a request for a leave of absence for a period longer than sixty (60) days. Long-Term leaves may be conditional or unconditional, with any conditions set forth in writing at the time that the leave is approved.

**Section 6.5 Supplemental Leave.** Employees covered by this Agreement may be granted up to ten (10) days of Supplemental Leave per calendar year, at the discretion of management, in recognition of workload obligations that require employees to work substantially in excess of the standard workweek on major bodies of work and pursuant to the Supplemental Leave Policy dated April 12, 1999. Supplemental leave shall be exhausted prior to the use of vacation leave. Supplemental leave may be used any time throughout the calendar year, provided that the employee and management specifically agree on the supplemental leave dates. There will be no cash out or carryover of unused Supplemental Leave to the following year.

### **ARTICLE 7: WAGE RATES**

**Section 7.1 Wage Rates.** The parties agree that the classification titles shall be compensated at the pay ranges and steps as shown in attached Addendum "A."

**Section 7.2 Step Increases.** Step increases shall be annual and effective January 1<sup>st</sup> of each year unless such employee is already at the top step of the applicable pay range, in which case the employee shall remain at their current step.

**Section 7.3 General Wage Increases (GWI).** General wage increases will be provided pursuant to the CLA. As previously non-represented employees, all employees occupying classifications listed in Addendum A have already received a General Wage Increase (GWI) and retention bonus for 2023. As such, they will not be eligible for retroactive GWI increases or the CLA sliding scale bonus upon ratification of this Agreement. The parties agree that there is no intent or agreement to provide any compensation increase, bonus, or retroactive wage twice, and that employees shall only receive the difference between what has already been received and what is still pending for the bargaining unit.

**Section 7.4 Cell Phone Policy.** Members of the bargaining unit are eligible for a County provided cell phone pursuant to the King County Council Cell Phone Policy.

## **ARTICLE 8: HOURS OF WORK**

**Section 8.1 Workweek.** The standard work week shall consist of forty (40) hours per week, exclusive of lunch periods.

**Section 8.2 Workday.** All employees shall have the option to routinely telework, consistent with efficient and effective County operations and in a manner that affords maximum flexibility to employees to address individual situations.

**A.** Employees may be expected to participate in person for business reasons and communicate any individual circumstances to the Ombuds Director so accommodations can be made as necessary. Employees will work with the Ombuds Director to determine whether additional in-person work is required as circumstances arise.

**B.** Employees may request a modification to their work schedule at any time and requests for work schedule adjustments shall not be unreasonably denied.

**C.** Nothing in this agreement alters the County's ability to receive and consider an ad hoc remote work or adjusted schedule request.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

**Section 9.1** The parties agree to the grievance procedure as provided under CLA Article 26, with the following modifications.

1           A. Grievances shall be filed at STEP 2 with the Ombuds Director. STEP 3 grievances  
2 shall be directed to the Employment and Administration Committee and placed on the agenda for the  
3 next meeting. Such meeting shall begin the fifteen (15) calendar day period to meet with the Union  
4 as described in STEP 3, subsection 1.

5           **B. Election of Remedies.** An employee who is covered by this Agreement has access  
6 either to the grievance procedure herein, or the grievance procedure provided by the Council  
7 Employment and Administration Committee. Selection of one procedure will preclude access to the  
8 other to resolve the grievance. Selection must be made at the conclusion of STEP 2 of the grievance  
9 procedure in the CLA, Article 26. The employee's selection is final.

#### 10 **ARTICLE 10: EQUAL EMPLOYMENT OPPORTUNITY**

11           The County and the Union shall not unlawfully discriminate against any individual employees  
12 with respect to compensation, terms, conditions or privileges of employment by reason of sex, race,  
13 color, national origin, religious affiliation, disability, sexual orientation, gender identity or  
14 expression, age except by minimum age and retirement provisions, status as a family caregiver,  
15 military status or status as a veteran who was honorably discharged or who was discharged solely as a  
16 result of the person's sexual orientation or gender identity or expression. Allegations of unlawful  
17 discrimination shall not be a proper subject for adjudication under the grievance arbitration procedure  
18 of Article 9 of this Agreement. Grievances involving allegations of discrimination that are not  
19 resolved through the grievance procedure of Article 9 may be referred by the grievant to the  
20 appropriate government agency.

#### 21 **ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION**

22           **Section 11.1** The County and the Union agree that the public interest requires efficient and  
23 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
24 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
25 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
26 duties, sick leave absence which is not bona fide, or other interference with County functions by  
27 employees under this Agreement and should same occur, the Union agrees to take appropriate steps  
28

1 to end such interference. Any concerted action by any employees in any bargaining unit shall be  
2 deemed a work stoppage if any of the above activities have occurred.

3 **Section 11.2** Upon notification in writing by the County to the Union that any members of  
4 the bargaining unit are engaged in a work stoppage, the Union shall immediately, in writing, order  
5 such members to immediately cease engaging in such work stoppage and provide the County with a  
6 copy of such order. In addition, if requested by the County, a responsible official of the Union shall  
7 publicly order such members to cease engaging in such a work stoppage.

8 **Section 11.3** Any employee participating in such work stoppage or in other ways committing  
9 an act prohibited in this article shall be considered absent without leave. The County may consider  
10 such absence a resignation. Such employees are also subject to discharge, suspension, or other  
11 disciplinary action.

## 12 **ARTICLE 12: WAIVER CLAUSE**

13 The parties acknowledge that each has had the unlimited right within the law and the  
14 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
15 collective bargaining. The results of the exercise of that right and opportunity are set forth in this  
16 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to  
17 waive the right to oblige the other party to bargain with respect to any subject or matter not  
18 specifically referred to or covered in this Agreement.

## 19 **ARTICLE 13: REDUCTION-IN-FORCE/LAYOFF REHIRES**

20 **Section 13.1** In the event the County determines that a layoff is necessary, the County shall  
21 select the employee to be laid-off based upon the knowledge, skills and abilities of the employee, the  
22 needs of the County, and the performance of employees. In the event the application of these factors  
23 results in two (2) employees being substantially equal, seniority will be used as a tiebreaker. The  
24 weight to be given these factors is within the reasonable discretion of the County, and may only be  
25 overturned through the grievance procedure upon a showing that the County's determination was  
26 arbitrary and capricious.

27 **Section 13.2** An employee that has been laid-off will be placed on a recall list for a period of  
28 two (2) years from the date of layoff. In filling a vacant bargaining unit position, the County will

offer it to an employee on the recall list prior to hiring from the outside, assuming the employee on the list is qualified for the position. In the event more than one employee on the recall list is qualified for the position, the County may determine which employee will be offered the opening.

#### **ARTICLE 14: MISCELLANEOUS**

**Section 14.1. 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:

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

B. 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.

C. 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. (i.e., no fishing expeditions).

D. 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.

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

4 **Section 14.2 Union Access.** Authorized representatives of the Union may have reasonable  
5 access to its bargaining unit members in County facilities for transmittal of information or  
6 representation purposes before work, after work, during lunch breaks, or other regular breaks, or at  
7 any reasonable time as long as the work of the County employees and services to the public are  
8 unimpaired. Prior to contacting bargaining unit members in County facilities, such authorized agents  
9 shall make arrangements with the County.

10 **Section 14.3 Safety and Health.** In the event an employee discovers or identifies an unsafe  
11 condition, the employee will immediately notify the supervisor. Employees will not be disciplined  
12 for reporting unsafe conditions. No employee shall be required to use equipment which is unsafe, or  
13 to work in an unsafe environment.

14 **Section 14.4 Job Related Training.** The County will pay all fees and travel expenses for  
15 required job-related training, as approved by the County. This includes necessary release time that is  
16 preapproved.

17 **Section 14.5 Employee Access.** The employee may examine the employee's personnel file.  
18 Employees upon request may receive one copy from their personnel file copied at no cost. Material  
19 relating to job performance or personal character will be provided to the employee prior to placement  
20 in the personnel file. The employee may challenge the propriety of including it in the file, and/or  
21 submit the employee's own documentation to be attached to the challenged material. Employees may  
22 request to have materials that reflect favorably on their performance or character included in their  
23 personnel file.

24 **Section 14.6. Public Disclosure Request.** As provided under CLA Article 19. Additionally,  
25 an employee whose personnel file is subject to a public disclosure demand will be notified of the  
26 demand on a timely basis, as provided in the King County Personnel Records Management  
27 Guidelines.



1           **Section 14.7 Union Representation.** In the event the County requires an employee to attend  
2 a meeting for purposes of questioning an employee with respect to an incident which may lead to  
3 termination of that employee, should the employee desire Union representation in said matter, the  
4 employee shall notify the County at that time and shall be provided a reasonable time to arrange for  
5 Union representation.

6           **Section 14.8 Past Practice.** The parties agree that this Agreement will constitute the whole  
7 and entire Agreement between the parties. Further, that any past practice which is not specifically  
8 and expressly contained within the terms of this Agreement will be considered abolished and will no  
9 longer be considered a precedent. This Section shall be removed from successor Agreements.

## 10 **ARTICLE 15: CLASSIFICATIONS**

11           **Section 15.1** The determination of which classification an employee will be placed will be  
12 made by the County. While job duties and responsibilities will be the primary factor determining the  
13 appropriate classification for employees, it is also recognized that the County may retain what it  
14 deems to be an appropriate distribution of employees in each classification. As per Article 3,  
15 management can initiate a reclassification or approve an employee's requested classification at any  
16 time.

17           **Section 15.2** An employee may initiate a reclassification request as follows: if there has been  
18 a significant and material change in the duties and responsibilities of the employee, and that the  
19 change is permanent rather than temporary, the employee may file a request with the Ombuds  
20 Director (or other employee designated by the Council) to be reclassified into the next higher  
21 classification. The request must include supporting documentation. The Ombuds Director (or other  
22 employee designated by the Council) will have sixty (60) days to review the request and respond to  
23 the employee. An employee is not eligible to submit a reclassification request if it has been less than  
24 twelve (12) months since the placement in a classification or the date of a previous classification  
25 determination.

26           **Section 15.3** In the event the employee is not satisfied with the determination of the Ombuds  
27 Director, the employee may file an appeal, in writing, to the Chair of the King County Council's  
28 Employment Committee, with a copy to the Chief of Staff (or other employee designated by the

1 Council) and to the Ombuds Director. The Chief of Staff (or other employee designated by the  
2 Council) will thereafter request that the Council Human Resources Manager conduct a review of the  
3 employee's job duties, and responsibilities, and make a recommendation on whether a re-  
4 classification is appropriate. The recommendation, and supporting material, will be provided to the  
5 King County Council's Employment Committee. The Committee will have thirty (30) days to review  
6 the recommendation and make a determination. In the event the employee is not satisfied with the  
7 decision of the Employment Committee, the matter may be appealed to the full King County Council.  
8 The decision of the Council may only be appealed through a non-binding fact-finding process. In  
9 order to initiate the fact-finding process, the Union must provide the written notice to the County  
10 within fourteen (14) calendar days of the Council's decision. If the parties are unable to agree upon a  
11 fact-finder, they will request a panel from the Public Employment Relations Commission. The fact-  
12 finder will be charged with making a non-binding recommendation to the parties on whether the  
13 employee's classification should be changed, consistent with the above criteria. The fact-finding  
14 process shall be determined by the fact-finder, and will be conducted fairly and expeditiously. Prior  
15 to issuing a formal recommendation, the fact-finder will meet informally with the parties to inform  
16 them of their findings. Thereafter, the parties will have two (2) weeks to attempt to reach an  
17 agreement. If no agreement is reached, the fact-finder shall issue their non-binding decision. The  
18 cost of the fact-finder shall be borne equally by the parties, while any other costs shall be the  
19 responsibility of the party incurring them.

20 **Section 15.4** The County may initiate a review of the classification of an employee to  
21 determine whether the job duties and responsibilities of the position should result in the employee  
22 being reduced to a lower classification. The review shall be conducted by Council Human  
23 Resources. The review and recommendation, and supporting material, will be provided to the King  
24 County Council's Employment Committee. The Committee will have thirty (30) days to review the  
25 recommendation and make a determination. In the event the employee is not satisfied with the  
26 decision of the Employment Committee, or if the Employment Committee is unable to resolve the  
27 matter, it may be appealed to the full King County Council. While the County may not appeal the  
28 determination of the Council, the employee may pursue the matter through the grievance procedure.

1           **Section 15.5** Resulting pay in regards to a reclassification is as provided under CLA Article  
2 14.2.

3 **ARTICLE 16: PENSION**

4           **Section 16.1** Effective January 1, 2023, the County shall pay \$2.00 to the Western  
5 Conference of Teamsters Pension Trust Fund (“the Trust”) on account of each member of the  
6 bargaining unit for every hour for which compensation was paid, said amounts to be computed  
7 monthly.

8           **Section 16.2** All bargaining unit employees shall have their wage rate reduced by the amount  
9 of the County’s contribution on the employee’s behalf.

10          **Section 16.3** There shall be no contribution to the Trust for cash outs of vacation, sick leave,  
11 or any other accrued leaves upon an employee’s separation from employment with King County.

12          **Section 16.4** The parties agree that Memorandum of Agreements 000U0211 “Agreement  
13 regarding employee participation in the Western Conference of Teamsters Pension Trust” and  
14 000U0110\_Local 117 “Uniform standards for establishment and administration of Western  
15 Conference of Teamsters Pension Trust accounts established through collective bargaining  
16 agreements with Teamsters Local 117” shall remain in full force and effect during the term of this  
17 Agreement and are hereby incorporated by reference.

18          **Section 16.5** In the event the Western Conference of Teamsters should impose any penalty or  
19 surcharge on hourly contributions, all such amounts shall be paid by the County, with an equivalent  
20 payroll deduction made to the wages specified in this Agreement.

21 **ARTICLE 17: LABOR MANAGEMENT COMMITTEE**

22          **Section 17.1** A Labor-Management Committee (LMC) will be established for the bargaining  
23 unit. The purpose of the LMC is to provide continuing communication between the parties and to  
24 promote constructive labor-management relations. The LMC will meet, discuss, and exchange  
25 information of a group nature and general interest to both parties.

26          **Section 17.2** The County and the Union will be responsible for the selection of their own  
27 representatives. All LMC meetings will be scheduled on mutually acceptable dates and times. The  
28

County will release Union (employee) representatives to attend LMC meetings. Employees attending LMC meetings during their work time will have no loss in pay.

For International Brotherhood of Teamsters Local 117:

DocuSigned by:

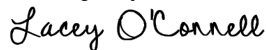


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John Scearcy  
Secretary-Treasurer

For King County:

DocuSigned by:



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

**cba Code: 467****Union Code: F19****ADDENDUM A**

<b>Job Code</b>	<b>Classification Title</b>	<b>KCC Annual Schedule (40 hour workweek) Table Range Effective 1/1/2023 (final salary on KC Squared)</b>
007123	Assistant Tax Advisor III	61
007150	Deputy Ombuds	66
007151	Senior Deputy Ombuds	73
007152	Principal Deputy Ombuds	79
007153	Senior Principal Deputy Ombuds	82

In addition to the proposal of the new classification series above, existing bargaining unit members shall move from their current classification to the new series as follows:

- Deputy Ombuds become Senior Deputy Ombuds
- Senior Deputy Ombuds become Principal Deputy Ombuds
- Senior Principal Deputy Ombuds becomes new position that may involve supervision

Pursuant to Article 15, bargaining unit members may request reclassification pursuant to the Council reclass process after the parties have reached a Tentative Agreement. Pay upon reclassification will be pursuant to the CLA Article 14.2.

All reclassifications will be based on step-for-step movement to their new classification. Should the Council endeavor to create new classification specifications as a result of the new series, the Union reserves its right to provide feedback and negotiate over the impacts of any new series.

## **WEINGARTEN RECOMMENDATIONS TO EMPLOYEES<sup>1</sup>**

**The Union recommends employees take the following steps to protect their jobs<sup>2</sup>:**

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.

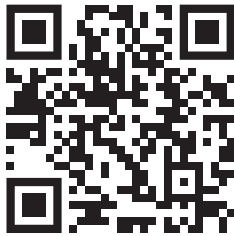
**If the Employer denies any or all of you the foregoing requests, the Union recommends that you comply with their demands, including answering their questions. However, you should state that you are doing so only under protest.**

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

<sup>2</sup> 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](http://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.