

**Memorandum of Agreement**  
**By and Between**  
**King County**  
**And**  
**Uniformed Command Association**

**Subject: Acceptance of MLA Provisions**

This Memorandum of Agreement is entered into by and between the Uniformed Command Association (UCA) and King County (the County).

**RECITALS**

1. The UCA and the County are parties to a Collective Bargaining Agreement effective from January 1, 2017, to December 31, 2020.

2. The UCA and the County have discussed the merits of the UCA accepting applicable terms in the County's Master Labor Agreement (MLA) to broaden the efforts of the County in standardizing procedures throughout all its agencies, departments, and divisions. The parties have reached the following one-time, non-precedential agreement.

**AGREEMENT**

In consideration of the above, NOW THEREFORE, the parties agree to the following:

1. The parties agree that the Uniformed Command Association will be bound to the MLA sections contained in the attached document, and that the parties will roll these sections into the Collective Bargaining Agreement during the next negotiation cycle.

2. The parties agree that in exchange for the UCA accepting these terms and conditions effective January 1, 2018 and agreeing to roll them into their next collective bargaining agreement, that they shall receive a 1.0% increase in their member's base wage rates, effective January 1, 2018. This 1.0% shall be paid retroactively via lump sum settlement agreement, and


prospectively approximately two pay periods following full adoption of the Master Labor Agreement.

3. This Agreement shall become effective, upon full ratification by the parties (except where otherwise provided for in this Agreement) and shall not be precedential for any other purpose besides the enforcement of this agreement.

APPROVED this 7 day of JUNE, 2018.

By:   
King County Executive

For the Uniformed Command Association:

 for TROY BACON  
Troy Bacon  
President

**ATTACHMENT 1  
KING COUNTY  
AND  
KING COUNTY COALITION OF UNIONS  
MASTER LABOR AGREEMENT  
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**KING COUNTY  
AND  
KING COUNTY COALITION OF UNIONS  
MASTER LABOR AGREEMENT**

**PREAMBLE:**

**DEFINITIONS**

- 1. In good standing:** Not discharged for cause or resigned in lieu of discharge for cause.
- 2. Director:** Division or Department, or head of agency.
- 3. Designee:** Representative selected by Director.
- 4. Leave eligible employee/position:** Full-time regular, part-time regular, provisional, probationary and term-limited temporary employees. Does not include short-term temporary employees or administrative interns.

**PURPOSE STATEMENT**

~~— The Master Labor Agreement (MLA) reflects an approach to collective bargaining intended to establish common contractual provisions for the employees covered by this agreement. The MLA was achieved through a collaborative bargaining process between King County (The County) and the Labor Unions (The Coalition) that represent County employees and are signature to this agreement.~~

**COALITION INDIVIDUAL BARGAINING AGREEMENTS**

~~— 1. Master Labor Agreement (MLA) bargaining occurred for the purpose of “bargaining standard practices, procedures, and CBA provisions”. The MLA “will bring greater efficiency to King County and support its Best Run Government principles. The MLA will meet the parties’ joint interests in financial and operational stability and sustainability, and help create a desirable, competitive and consistent employment package for the County’s highly capable workforce.”~~

~~— 2. Current Union’s Collective Bargaining Agreements (hereinafter Appendix) shall remain in effect unless modified by mutual agreement by the Master Labor Agreement (MLA).~~

~~— 3. Any lesser conditions contained in any Union’s collective bargaining agreement shall be superseded by the conditions contained in this Master Labor Agreement (MLA). However, except where specifically stated otherwise in the Master Labor Agreement, nothing in the MLA shall deprive any employee of any superior benefit contained in his/her Union’s collective bargaining agreement.~~

~~— 4. **Separate Branch Agencies & KCSO.** The parties agree that provisions in this MLA governing hours and working conditions do not apply to the Prosecuting Attorney’s Office, Superior Court, District Court, Sheriff’s Office and Legislative Branch. Those agencies, referred to herein as “Separate Agencies” have the authority to negotiate such issues separate and apart from the Total Compensation Coalition bargaining that developed this MLA.~~



## ARTICLE 1: COALITION BARGAINING AGREEMENTS SUPERSEDING

~~1.1. In order for the County, the Coalition and the employees to further benefit from the concept of King County's Best Run Government initiatives and to find efficiencies related to those initiatives the following MLA Articles shall supersede language on the same Articles in the Coalition's individual bargaining agreements (i.e., Appendix).~~

## ARTICLE 2: MILITARY LEAVE

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

## ARTICLE 3: UNPAID LEAVES OF ABSENCE

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

3.2. **Long-Term Leaves of Absence.** The Division Director may grant a leave of absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a period longer than 30 days. Requests for leaves of absence without pay that are for medical/health reasons for a period longer than 30 days must be approved by the Director of Human Resources or the Director's designee. Long-term leaves may be unconditional, or conditional with any conditions set forth in writing at the time that the leave is approved with the understanding that barring required budget cuts or layoffs, the employer shall reinstate the employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon the employee's return with no loss of seniority. *The layoff, seniority, and bumping rights in each individual Appendix shall be applied to leaves of absence.*

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

## ARTICLE 4: LEAVE FOR VOLUNTEER SERVICE

4.1. Employees may use up to three days of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in writing, per collective bargaining and department leave request procedures, specifying the name of the school and/or organization and the nature of the volunteer services to be performed. Additionally, the employee's supervisor may request in advance that the employee obtain written proof of the service from the volunteer organization or school.

## ARTICLE 5: JURY DUTY

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

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

**5.3.** Employees who are ineligible for paid leave shall follow the notification procedures above, and shall be released from work duties for the duration of their assigned jury duty period, but shall not be compensated for their time spent on jury duty. These employees may retain any jury duty pay received. *Employees will receive his/her compensation, while on jury duty, in accordance with the appropriate Appendix.*

## ARTICLE 6: DONATED LEAVES

**6.1.** *Nothing in this Article is intended to supersede donated leave language provided for in the individual Appendix that is not expressly covered in this Article including any bargaining unit within the courts that have the ability to donate more sick leave than provided in Article 6.4.*

**6.2. No Solicitation.** All donations of vacation and sick leave made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation or benefits in exchange for donation of vacation or sick leave hours.

**6.3. Vacation leave hours.** An employee eligible for leave benefits may donate a portion of his or her accrued vacation hours to another employee eligible for leave benefits. The donation will occur following written approval from both the donating and receiving employee's directors. The number of hours donated cannot exceed the donor's accrued vacation balance as of the date of the request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum annual vacation accrual.

**6.4. Sick leave hours.** An employee may donate a portion of his or her accrued sick leave to another leave eligible employee provided the donating employee's sick leave balance will be 100 hours or more following the donation. The donation will occur following written approval from both the donating and receiving employee's directors. An employee may not donate more

than 25 hours of accrued sick leave in a calendar year.

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

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

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

**6.8. No Reversion of Donated Leave.** Donated vacation and sick leave hours remain with the recipient and do not revert to the donor.

## ARTICLE 7: PAID PARENTAL LEAVE

**7.1.** Paid Parental Leave supplements an employee's accrued paid leaves to provide up to a total of twelve weeks of paid leave for a parent to bond with a new child.

**7.2. Benefit Amount.** An employee's supplemental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). The employee will receive the equivalent of his or her full salary for up to a total of twelve weeks, when combined with the employee's accrued leave (except for one week of sick leave and one week of vacation leave, or the equivalent for Benefit Time). The employee is permitted to use the supplemental leave first. Additionally, the employee may choose to take less than twelve weeks of leave. Supplemental Paid Parental Leave is not subject to cash out. An employee who does not return to work for at least 6 months of continuous service following the leave, will be required to reimburse King County for the supplemental leave funds received.

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

**7.4. Benefit Period.** Paid Parental Leave must be used within twelve months of the qualifying event. An employee may use Paid Parental Leave on an intermittent or part-time basis, as long as it is consistent with the department's operational needs, and it is approved in writing by

the employee's supervisor prior to the leave.

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

**7.6. Job Protection.** Paid Parental Leave is protected leave. Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.

**7.7. Health and Leave Benefits.** The employee will continue to receive all health benefits and shall continue to accrue vacation and sick leave during the period of Paid Parental Leave. For purposes of overtime calculations, Paid Parental Leave shall be considered the equivalent of sick leave.

**7.8. Relationship to Washington State Paid Family and Medical Leave.** Provisions of the County's current Paid Parental Leave program may change effective January 1, 2020, or thereafter, due to the County's implementation of the new Washington State Paid Family and Medical Leave program.

#### **ARTICLE 8: BEREAVEMENT LEAVE**

**8.1.** Employees eligible for leave benefits shall be granted up to five days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family.

**8.2.** Immediate family shall be defined as the employee's spouse or domestic partner, and the parent, grandparent, child, son or daughter-in law, grandchild, sibling of the employee, employee's spouse or the employee's domestic partner, or an employee's legal guardian, ward or any person over whom the employee has legal custody.

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

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

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

**8.6. *Nothing in this Article supersedes benefits outlined in Professional and Technical Employees, Local 17 (Transit Chiefs, CBA Code 042 and Transit Supervisors and Superintendents, CBA Code 044) contract.***

### ARTICLE 9: VACATION LEAVE CAP

**9.1.** All Employees hired after 12/31/17 shall have their accrued vacation leave balance capped at three hundred twenty (320) hours. This shall not apply to any current employees including TLT's, hired on or before 12/31/17.

**9.2.** Employees eligible for vacation leave who work a forty hour week may accrue up to either 480 or 320 hours (depending on the employee's hire date). Employees not working a forty hour schedule hired before 1/1/18, including TLT's, will retain their vacation cap. Eligible part-time employees will receive vacation leave, prorated to reflect their normally scheduled work week. Employees shall use vacation leave beyond the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County. The Human Resources Director may authorize procedures for authorizing carryover above the maximum.

### ARTICLE 10: HOLIDAYS, ELIGIBILITY<sup>1</sup>

**10.1. Holidays.** All leave eligible employees shall be granted the 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
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

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

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

For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

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

An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off, the employee will be given a deferred holiday. The employee and supervisor will jointly select another day (preferably within the same pay period) to take as a holiday. ***This section does not supersede the holiday bank or holiday pay language in an Appendix.***

**10.3. Two Personal Holidays.** Effective January 1, 2018, leave eligible employees shall receive two (2) personal holidays every year to be added to their vacation bank in the second full pay period of the year or upon hire. ***These two personal holidays shall continue to be administered per contract language in each individual Appendix.*** In no event shall there be more than two (2) personal holidays awarded per year.

## ARTICLE 11: FMLA/KCFML

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

**A.** As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to care for the service member with a serious injury or illness.

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

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

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

A. As provided by King County Code, an eligible employee may take up to eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State Family Leave Act, or other family and medical leaves available under federal or state law.

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

C. In order to be eligible for leave under this Article, an employee must have been employed by King County for at least twelve months and have worked at least 1,040 hours in the preceding twelve month period for a forty-hour week employee or 910 hours in the preceding twelve month period for a thirty-five hour week employee.

D. An employee who returns from King County Family and Medical Leave within the time provided under this Article is entitled to the same position she/he occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

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

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

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

## **ARTICLE 12: PROFESSIONAL DEVELOPMENT**

~~12.1. King County shall create a Professional Development Fund to finance a one (1) year PILOT Career Development Scholarship Program that will be available to King County Career Service and/or Regular employees in the Coalition of Unions beginning January 1, 2019. The County will fund the Program with \$150,000 in 2019. The County shall fund the administrative cost of the pilot. The Scholarship funds will be administered by the King County Human Resources Division (HRD) of the Department of Executive Services, and will be awarded to individual employee applicants for training, education and professional development opportunities based on HRD developed criteria and using HRD developed processes.~~

**ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM**

~~13.1.~~ This Article applies only to bargaining units whose unions include supported employees.

~~13.2.~~ Supported employees performing bargaining unit work will be covered by the terms of the applicable collective bargaining agreement (CBA) provisions for that unit. Supported employee classifications and assigned wage ranges have been established in the County's classification system.\* Any CBA terms identified by either party to be in conflict with the needs of the Program will be discussed or bargained as appropriate in an expedited manner. With respect to any CBA "bumping" rights under a Reduction In Force Article, only those in supported employee classifications may bump others in supported employee classifications. Additionally, because the jobs are tailored to individuals' abilities and experience, the Program Manager and the King County Human Resources Division Director or designee must review and approve any bumping decisions and notify the appropriate union of the decision.

~~13.3.~~ Though the job duties of a supported employee may cross job classifications, bargaining units and/or union jurisdiction boundaries, no Public Employment Relations Commission (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work assigned to a supported employee or allegations of bargaining unit work "skimming." The parties understand that the process used to assign duties will reflect a "customized employment process" wherein job duties may be "carved" from various assignments and places to create a single supported employee assignment. Because a key component to a successful program includes flexibility in assigning job duties based on operational need and employee growth, as well as the ability to increase responsibility as skills grow, duties will vary and may change over time. For this reason, the parties to this Agreement expressly waive the legal right to file PERC ULP complaints or CBA grievances with regard to bargaining unit "skimming" by supported employees. Should these "carved" duties no longer be assigned to a supported employee, said duties will revert to the bargaining units where they originated.

~~13.4.~~ Supported employees will be represented and pay dues, as appropriate, to the union representing the majority of the work assigned. If there is no clear majority, the union representing the plurality of the work assigned will represent the employee. Should a party to this Agreement (County or Union(s)) contest the union representation assigned to a position, that party will notify the other party (County or appropriate Union(s)) and they will meet to discuss the dispute. Issues, concerns or disputes regarding the representation of bargaining unit work assigned to supported employees will be discussed by the Union(s) jointly with the Supported Employment Program Manager and the appropriate Office of Labor Relations labor negotiator. Employees will be allowed and expected to continue performing their duties, newly identified and/or previously assigned, while the dispute is discussed. The parties may involve the King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes. An unresolved dispute will be presented to a PERC mediator selected by the parties. This process will be completed in



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

~~13.5.~~ The parties acknowledge the possibility that a supported employee may be assigned to perform work that is currently non-represented. If, however, the employee is assigned both non-represented and represented work, the employee will be treated as represented, as long as the duties that are represented are not a de minimis portion of the duties as a whole. This is without prejudice to the fact that the non-represented duties remain non-represented.

~~\* Supported Employment Classifications include Supported Employment Program (SEP) Associate I (#4220100) KC Squared Table Wage Range 25; SEP Associate II (#4220200) KC Squared Table Wage Range 30; SEP Associate III (#4220300) KC Squared Table Wage Range 33; and SEP Park Specialist (#4220000) KC Squared Table Wage Range 35.~~

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

### **14.1. Job Reclassification**

#### **1. Reason**

A. An employee or a group of employees may request a position to be reclassified for the following reasons:

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

B. An employee is not eligible to submit a reclassification request if it has been less than twelve (12) months since the date of a previous classification determination for the position, or

- (1) the employee is on probation; or
- (2) the employee is on a Performance Improvement Plan; or
- (3) the employee is asking for a reclassification for a special duty position.

C. Group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division. The Human Resources Division will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this paragraph prevents an individual employee from exercising their Section 5 rights under this Article (Reconsideration of a Classification Decision).

#### **2. Effective Date of Reclassification and Resulting Pay**

Below is a table that summarizes the effective date and resulting pay when an employee's

position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

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

### **3. Probation Upon Reclassification**

There shall be no probationary period following a reclassification.

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

A. When an employee's position is reclassified retroactively into a

classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.

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

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

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

An employee or a group of employees has thirty (30) calendar days to submit a request for reconsideration of a classification decision to the Human Resources Director. Employees without email, will be asked to verify receipt of a paper copy of the decision, and will have thirty (30) calendar days from the date of receipt. An employee must request reconsideration prior to filing an appeal. Failure to request reconsideration to the Human Resources Director in thirty (30) calendar days shall be considered as acceptance of the reclassification decision. A group may fill out one request for all included individuals, or one or more of the employees may submit individual requests for reconsideration.

### **6. Appeal of a Classification Reconsideration Decision**

**A.** An employee or a group of employees has thirty (30) calendar days to appeal the reconsideration decision. The timeline would begin from the date of the verification of receipt outlined in Section 5 above.

**B.** The employee or a group of employees may appeal the decision to the Personnel Board. The appeal shall be filed in writing to the appropriate agency with a copy to the Human Resources Director.

**C.** Failure to submit an appeal to the Personnel Board within thirty (30) calendar days shall be considered as acceptance of the reconsideration decision.

### **7. Implementation of a Classification Decision**

The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, if applicable.

### **8. Notification of Reclassifications and Requests**

The applicable Union(s) shall be notified of any and all reclassification requests and/or decisions impacting their bargaining units, via the monthly report provided by the Human Resources Division.

## ARTICLE 15: SPECIAL DUTY

### 15.1 Definitions

- Special Duty Assignment – When an employee in a regular position is temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise the majority of the work performed for a minimum of 30 calendar days.
  - Temporary employees, including TLTs, are not eligible for special duty assignments.
- Base Position – The employee’s underlying position while on special duty assignment.
- Base Union – The union that represents the employee’s base position.
- Acting Union – The union that represents the special duty position or body of work.

### 15.2. Duration

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

- (1) 30 days to Twelve Months – Shall be approved by the Department Director or designee to provide additional staffing:
  - i. Due to work that exceeds either the volume and/or complexity of what is routine, and is for a limited duration;
  - ii. Due to unforeseen work caused by unique circumstances, which are not expected to reoccur; or
  - iii. Needed to either develop and/or implement, a new function, system, or proposal.
  - iv. To backfill for a vacant regular position.
- (2) Up to Three Years – Shall be approved by the Director of Human Resources or designee:
 

To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a county function, project or department.
- (3) Up to Five Years - Shall be approved by the Director of Human Resources or designee:
  - i. To backfill a regular position, when:
    - a) An employee is absent because of an extended leave of absence for a medical reason;
    - b) An employee is absent because of military service; or

- c) An employee is absent because of a special duty or other assignment.
  - ii. To staff or backfill staff on a clearly defined grant-funded, capital improvement, or information systems technology project.
- b. FLSA-exempt special duty assignments shall be made in full-week increments, from Saturday through Friday.
- c. An employee's special duty assignment will end when management becomes aware that the employee's absence will exceed 30 calendar days or at the conclusion of a 30-day absence, whichever occurs first.

### **15.3. Recruitment**

Special duty positions shall be posted and a selection process will be conducted for special duty assignments.

- A. The county reserves the right to fill with a special duty position while conducting a selection process.
- B. If the special duty position is converted to a regular position and the individual who served in the special duty assignment is hired into the regular position, the employee shall receive credit towards his or her probationary period for the time served in the special duty assignment. If the time served in the special duty position was longer than the required probationary period, the employee's probationary period shall be considered served.

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

### **15.4. Pay**

- A. An employee on special duty will be placed at the first step of the special duty classification pay range or be given a flat 5% above the employee's base rate of pay, whichever is higher.
- B. If an employee's pay in his or her base position includes merit pay, such as merit-over-top, pay for the employee's special duty assignment is calculated using the merit pay amount and may result in merit-over-top pay while in special duty.
- C. An employee on special duty will continue to advance through the salary steps of his or her base pay range while on special duty. If the employee is at his or her top step in the base classification, the employee will be eligible for step increases in the special duty classification.
- D. Special duty pay shall not be considered part of an employee's base pay rate for purposes of pay rate determination as a result of promotion or reclassification, cash-out of vacation or sick leave, or vacation or sick leave donations.
- E. If the special duty assignment is FLSA non-exempt, the employee's special duty

pay will be used for the computation of overtime and compensatory time.

F. When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee would have received if the employee had not been assigned to special duty.

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

#### **15.5. Paid Leave While On Special Duty**

Paid leave (e.g. vacation, sick, executive leave, bereavement) while on a special duty assignment shall be at the employee's special duty pay rate.

#### **15.6. FLSA Status Change**

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

<b>FLSA Change</b>	<b>FLSA Non-Exempt Base Position to FLSA Exempt Special Duty</b>	<b>FLSA Exempt Base Position to FLSA Non-Exempt Special Duty</b>
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment.  Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months.  The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

15.7. The Memorandum of Agreement (MOA) regarding cross-jurisdictional special duty assignments is extended for the duration of this MLA, however, the parties agree to bargain proposed changes to that MOA during the life of this MLA.

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

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

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

17.1. Term Limited Temporary (TLT) employees will not be used to supplant regular Full-time Equivalent (FTE) or Career Service positions. *Nothing in this Article is intended to supersede TLT language provided for in the individual Appendix that is not expressly covered in this Article.*

#### **ARTICLE 18: JOB POSTING**

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

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

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

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

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

**ARTICLE 20: UNION NOTIFICATION**

**20.1.** The County will supply the Union with the following information within five (5) working days of a new employee's date of hire or new union eligibility:

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

**ARTICLE 21: UNION ENGAGEMENT**

**21.1. Steward Training:** During each year of this Agreement the Union's principal officer may request that Union stewards be provided with at least eight (8) hours or one (1) day, whichever is greater, of release time without loss of pay to participate in the steward training programs sponsored by the Union.

**21.2.** The Union shall submit to the Office of Labor Relations and the Division as far in advance as possible, but at least two (2) weeks in advance, the names of those stewards who will be attending each training course. Time off for these purposes shall be approved in advance by the employee's supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take into consideration operational needs.

**21.3. New Employee Orientation, Union Presentation:** The County agrees to continue in person New Employee Orientation to allow the Unions to meet the new members. Not less than five (5) working days before a new employee orientation, a list of names of employees who shall be attending and are assigned to one of the MLA's Signatory bargaining units shall be forwarded to the Union.

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



## ARTICLE 22: UNION LEAVE

**22.1.** Upon written application, a regular employee elected or appointed to a Union office that requires all of his/her time shall be given a leave of absence without pay from work, normally not to exceed a period of five (5) years. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave. Leave may not be approved for more than one employee at a time per Department.

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

## ARTICLE 23: USE OF COUNTY BULLETIN BOARDS AND ELECTRONIC DEVICES

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

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

## ARTICLE 24: REIMBURSEMENT FOR PERSONAL TRANSPORTATION

**24.1.** All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established through Ordinance by the County Council. ~~*This does not supersede benefits outlined in the Transportation Article in the Department of Assessments, Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments) [220].*~~

## ARTICLE 25: INSURED BENEFITS, HRA AND VEBA

~~**25.1.** Terms and conditions for medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs are outlined under "2017-2018 Total Compensation" Agreement (Document Code 000U0516 and all of its attachments). Terms and conditions of the Health Reimbursement Arrangement (HRA) and Voluntary Employees Beneficiary Association~~

~~(VEBA) Medical Reimbursement Plan are outlined under “2017-2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments).~~

## ARTICLE 26: GRIEVANCE PROCEDURE

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

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

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

**A. Exclusive Representative** – The Union and King County are the signatory parties to the labor agreement (both MLA and its appendix). The Union will not be required to press employee grievances if in the Union’s opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee. However, if employees also have access to the Personnel Board for adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the union’s legal obligations for representation, unless mutually agreed otherwise. Copies of all written reprimands, suspensions, disciplinary demotions or discharges shall concurrently be forwarded to the Union.

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

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

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

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

(3.) If the Union does not pursue the grievance to STEP 2 within fifteen (15) calendar days after receiving the supervisor/designee’s written decision, the grievance will be

precluded from further appeal.

(4.) Supervisor and manager grievants who reduce their grievance to writing, shall initiate their grievance at STEP 2.

**STEP 2** - Division or Agency Director/designee, or Department Director (if no Division Director) - The grievance will be presented in writing to the Division or Agency Director for investigation, discussion, and written reply.

(1.) The Division or Agency Director/designee (or Department Director) will meet with the employee and Union to discuss the grievance within fifteen (15) calendar days of the receipt of the STEP 2 grievance.

(2.) The Division or Agency Director/designee (or Department Director) will issue a written decision to the employee and the Union within fifteen (15) calendar days following the discussion.

(3.) If the Union does not pursue the grievance to STEP 3 within fifteen (15) calendar days after receiving the Division or Agency Director's/designee's (or Department Director) written decision, the grievance will be precluded from further appeal.

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

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

(2.) The Director or Labor Negotiator will issue a written decision to the employee and the Union within fifteen (15) calendar days following the discussion.

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

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

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

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

this Agreement in reaching a decision.

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

**(4.)** Where different titles apply, they are listed in the Definition Article.

**(5.) Mediation.** Any party, at any time, can request mediation as a form of alternative dispute resolution. If both parties agree to mediate, an impartial mediator will be selected by mutual agreement. Upon either party's request, parties agree to mediate a dispute prior to moving the grievance to arbitration.

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

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

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

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

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

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

**27.1.** No regular employee shall be disciplined except for just cause (consistent with Article 26.4; STEP 4 (7.)). The County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature. It is understood that there may be egregious cases that may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require corrective action.

**A.** Performance Improvement Plan (PIP). Employees who are assigned a PIP shall be given a good faith opportunity to complete their PIP before any progressive discipline related

to the PIP is issued to the employee, unless there are instances of misconduct or gross performance issues.

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

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

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

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

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

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

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

#### **ARTICLE 28: ECONOMIC EQUITY**

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

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

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

#### **ARTICLE 29: COALITION OF UNIONS INCENTIVE PAY**

~~29.1.~~ All members of the bargaining units participating in MLA bargaining as of 10/5/2017

and ratifying their CBAs by 1/31/18, will receive an additional 0.5% General Wage Increase (GWI) effective 1/1/2018.

~~29.2.~~ The Administrative Support Pay Agreement outline in the “2017-2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments) will be extended through 12/31/18 and will be subject to Total Compensation bargaining.

~~29.3.~~ The parties to this MLA agree to meet in 2018 to begin bargaining for a successor to the “2017-2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments). Non-economic provisions included in the MLA are effective through 12/31/20 and are therefore not subject to “Total Compensation” bargaining.

### **ARTICLE 30: SAVINGS CLAUSE**

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

### **ARTICLE 31: DURATION**

**31.1.** This Agreement and each of its provisions shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2018 through December 31, 2020.

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

**NON-SUPERSEDING MLA ARTICLES**

**ARTICLE 32: SAFETY GEAR AND EQUIPMENT ALLOWANCE**

~~32.1.~~ Where the division requires employees to wear safety footwear that meets ANSI standards said employees will receive up to total of two hundred dollars (\$200.00) per calendar year, per employee, in accordance with the division's policy and procedures.

~~32.2.~~ Personal Protective Equipment (PPE) — the department/agency shall provide each employee with required PPE equipment and replace same as needed. The County will determine what constitutes protective safety wear based on job assignment.

**ARTICLE 33: AFTER HOURS SUPPORT**

~~33.1.~~ After Hours Support is off duty time during which hourly employees may be required to be on standby ready and able to report to work, called out to report back to his/her workplace, or technical call out to work remotely through technological means and is not required to report back to the workplace.

~~A. Standby:~~

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

~~2.~~ Employees will be given ten (10) business days' notice, in writing, of their designation to standby, or of schedule changes.

~~3.~~ Written notice may be waived by written mutual consent between division director/designee and employee.

~~4.~~ Standby schedules will be posted in a place visible to all employees in that work group.

~~5.~~ In instances where the County, due to emergency or business reasons, must terminate or modify the standby schedule, the division will provide as much notice of schedule change as practicable.

~~6.~~ Parking expenses to park in the County's Goat Hill and King Street Center garages shall be reimbursed on presentation of a receipt, if an employee is called out to a work location in the Seattle Downtown core area outside of regular working hours.

~~7.~~ Equipment: The County will provide all assigned After Hours Support staff with a two-way electronic device when working After Hours Support.

~~8.~~ Employees will be paid ten percent (10%) of their base rate for each full hour on standby.

**B. Technical Call-Out (TCO):**

~~1. Employees will be paid a ten (10) minute minimum or the actual number of minutes worked, whichever is greater, at the appropriate overtime rate of pay. Subsequent call outs within the same ten (10) minute period will not receive additional compensation until after that period has expired.~~

**C. Physical Call-Out (PCO):**

~~1. A minimum of four (4) hours at the overtime rate (inclusive of travel and time actually worked) shall be given for each call-out when the employee is required to report back to his or her workplace; except, if the PCO is within four (4) hours of his or her shift start time, he or she will only be paid for the actual hours at the overtime rate. If the PCO exceeds the initial four (4) hours, the actual hours worked shall be at the overtime rate of the employee's base pay rate except if such time coincides with the employee's work shift in which case he or she will be paid his or her regular base rate of pay.~~

~~2. An employee who has a County vehicle and can report directly to a work location and is not required to report to his or her workplace, will be paid two hours of overtime. If the PCO exceeds the initial two (2) hours, the actual hours worked will be paid at the overtime rate except if such time coincides with the employee's work shift, in which case he or she will be paid his or her regular base rate of pay.~~

~~33.2. If an employee is called to perform a TCO and it is determined they will need to actually perform a PCO, the provisions for the PCO will prevail.~~

**ARTICLE 34: SICK LEAVE<sup>2</sup>**

~~34.1. Leave eligible employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in paid status excluding overtime up to a maximum of 96 hours per calendar year. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to use sick leave until it is earned. There shall be no limit to the number of sick leave hours accrued by an eligible employee. During the first six months of service in a leave eligible position, employees eligible to accrue vacation leave may, at the supervisor's discretion, use accrued vacation days as an extension of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the County upon termination.~~

~~34.2. Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, in good standing, be separated for medical reasons or be laid off and return to County employment in a leave eligible position within two years, accrued sick leave shall be restored, but such restoration shall not apply where the former employment was~~

<sup>2</sup> This article does not apply to employees with benefit time (BT)



in a term-limited position.

~~34.3. Employees eligible to accrue leave and who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's hourly rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. If a retiree is rehired, the employee is not entitled to have the uncashed out 65% of his or her former sick leave balance reinstated.~~

~~34.4. An employee must use all of his or her sick leave before taking unpaid leave for his or her own health reasons. If the injury or illness is compensable under the County's workers compensation program, then the employee has the option to augment or not augment wage replacement payments with the use of accrued sick leave.~~

~~34.5. When sick leave is taken to care for a family member, the employee shall choose at the start of the leave whether the particular leave will be paid or unpaid; but when an employee chooses to take paid leave for family reasons, he or she may set aside a reserve of up to 80 hours of accrued sick leave.~~

~~34.6. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on a leave of absence without pay, if approved by his or her appointing authority.~~

~~34.7. Sick leave may be used for the following reasons:~~

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

~~B. The employee's incapacitating injury, but:~~

~~1. An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment his or her workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.~~

~~2. An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave. Absent such notification, sick leave will automatically be used to supplement such payments except where prohibited; and~~

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

~~C. Employee's exposure to contagious diseases and resulting quarantine;~~

~~D. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;~~

~~E. The employee's or the employee's minor child's medical, ocular or dental appointments, provided that the employee's supervisor has approved the scheduling of sick leave for such appointments.~~

~~F. To care for the employee's child, if the child has an illness or health condition which requires treatment or supervision from the employee; or~~

~~G. For family and medical leave under federal law, state law, or King County ordinance.~~

~~34.8. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from County service.~~

~~34.9. **Payout on Retirement. Retirement Definition.** Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment.~~

### ARTICLE 35: VACATION LEAVE<sup>3</sup>

~~35.1. 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

~~35.2. For employees employed prior to 1/1/2018, maximum annual vacation leave accrual is 480 hours for employees working the 40 hour work week and 420 hours for employees working the 35 hour work week.~~

~~A. Vacation accrual rates for an employee who works other than the full time~~

<sup>3</sup> This article does not apply to employees with benefit time (BT)

schedule standard for his or her work unit shall be prorated to reflect his or her normally scheduled work week.

~~\_\_\_\_\_ B. Leave eligible employees shall accrue vacation leave from their date of hire in a benefit eligible position.~~

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

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

~~\_\_\_\_\_ E. In cases of separation from County employment by death of an employee with accrued vacation leave who has successfully completed his/her first six (6) months of County service in a leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.~~

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

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

~~\_\_\_\_\_ H. Effective 1/1/2018, new leave eligible employees will be capped at 320 hours of vacation leave for employees working a forty hour work schedule. Employees not working a forty hour schedule hired before 1/1/18, including TLT's, will retain their vacation cap.~~

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

#### ARTICLE 36: TRAINING

~~\_\_\_\_\_ 36.1. The County shall pay for any certification/license (except for driver's licenses) or training that is required by the County for the position. This includes necessary release time that is preapproved.~~

#### ARTICLE 37: WORKING OUT OF CLASS

~~\_\_\_\_\_ 37.1. Working out of classification occurs when an employee in a regular position is~~

temporarily assigned the duties of a higher paid classification for less than 30 calendar days. Employees working out of classification may not be required to perform all of the responsibilities of the higher level classification.

~~37.2. Working out of classification assignments must occur in full day/shift increments.~~

~~37.3. While working out of classification, the employee will receive a 5% working out of classification pay premium. Any overtime earned while working out of classification will include the 5% premium. Paid leave (e.g. vacation, sick, executive leave, bereavement) while working out of classification shall be at the rate of the employee's base position (without the 5% working out of classification pay premium).~~

~~37.4. If a working out of classification assignment exceeds 29 consecutive calendar days, the assignment will be converted prospectively to a special duty assignment.~~

**ARTICLE 38: TRANSPORTATION BENEFITS**

~~38.1. Eligible employees will receive the transportation benefits provided in King County Code.~~

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
King County Executive

For The King County Coalition of Unions:

\_\_\_\_\_  
Denise Cobden, Union Representative  
Coalition Co-Chair  
Professional and Technical Employees, Local 17  
Date

For The King County Coalition of Unions:

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

**ATTACHMENT 2**  
**Memorandum of Agreement**  
**By and Between**  
**King County**  
**And**  
**King County Coalition of Unions**

**Subject: ~~Career Progression Classification Project~~**

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the King County Coalition of Unions (Coalition):

**Background:**

King County is implementing a Career Progression Classification Project (the Project).

**Agreement:**

1. ~~The Parties agree that any/all employees whose positions are reclassified during this Project will not suffer a loss of pay. If the employee's position is assigned to a classification with a lower pay range as a result of the Project, the affected employee's pay will be frozen or "Y Rated." For purposes of this MOA, "Y Rating" is the process by which the County agrees to freeze an employee's pay at their existing base wage, thus making them ineligible for any wage or salary adjustments (i.e., step increase, general wage increase or GWI) until the lower range maximum rate surpasses the employee's frozen pay rate.~~

~~At such time that the employee's frozen pay rate will be surpassed by the lower classification's maximum rate, the employee will be placed on the closest step of the new/lower range that does not result in a loss of pay.~~

2. ~~The Parties agree that any/all employees whose positions are reclassified during the Project will not serve a probation period upon reclassification.~~

3. ~~The Parties agree to discuss and/or negotiate, in the King County Coalition and to the extent as required by law, any additional items related to the Career Progression Classification Project at a future date.~~

For The King County Coalition of Unions:

\_\_\_\_\_  
Denise Cobden, Union Representative  
Coalition Co-Chair  
Professional and Technical Employees, Local 17

\_\_\_\_\_  
Date

For The King County Coalition of Unions:

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

\_\_\_\_\_  
Date

For King County:

\_\_\_\_\_  
Megan Pedersen, Director  
Office of Labor Relations, King County Executive Office

\_\_\_\_\_  
Date

**Addendum A**  
**Uniformed Command Association**  
**(Corrections Jail Captains - Department of Adult and Juvenile Detention)**

**Uniformed Command Association Wage Addendum: 2017 - 2020**

Year	Step 5	Step 8	Step 9	Step 10
2016	\$51.4541	\$55.2484	\$56.5744	\$57.9322
2017	\$51.4541	\$55.2484	\$56.5744	\$57.9322
2018	\$52.3914	\$56.2333	\$57.5759	\$58.9507
2019	\$53.7012	\$57.6391	\$59.0153	\$60.4244
2020	\$55.0437	\$59.0801	\$60.4906	\$61.9350

Longevity Incentive Pay:

Additional compensation added to base **bi-weekly** salaries of Corrections Captains

Calculation of same to be on a percentage basis using the employee's current pay step as the base. Amounts as follows:

After 6 years of service:	1%
After 8 years of service:	2%
After 10 years of service:	3%
After 12 years of service:	4%
After 15 years of service:	5%