



**King County**

**Metropolitan King County Council**

**STAFF REPORT**

<b>Proposed No.:</b>	2022-0311 2022-0312	<b>Name:</b>	Melissa Bailey, Wendy Soo Hoo, Jeff Muhm, and the Legislative Analyst Team
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**SUBJECT**

Proposed Ordinance 2022-0311 would approve and adopt the Coalition Labor Agreement between King County and the King County Coalition of Unions.

Proposed Ordinance 2022-0312 would make net supplemental appropriations to implement the Coalition Labor Agreement as well as other labor agreements and policies recently authorized by Council.

**SUMMARY**

**Coalition Labor Agreement.** Proposed Ordinance 2022-0311 would approve the Coalition Labor Agreement (CLA) between King County and the King County Coalition of Unions ("the Coalition") covering the period of January 1, 2021 through December 31, 2024. The successor agreement to the 2018-2020 Master Labor Agreement (MLA), the CLA would apply to nearly 6,600 employees (about 42 percent of the County's workforce) in 27 labor unions<sup>1</sup> and 62 bargaining units. Included with the CLA are four memoranda of agreement and an appendix for each bargaining unit detailing their unique collective bargaining agreement (CBA) terms.<sup>2</sup>

<sup>1</sup> Unions include: Animal Control Officers Guild; International Brotherhood of Electrical Workers Local 77; International Brotherhood of Teamsters Local 117; International Union of Operating Engineers Local 302; Joint Crafts Council (Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104; Machinists & Aerospace Workers Local 289; Electrical Workers Local 46; Operating Engineers Local 286; Painters and Allied Trades District Council 5; Laborers of North America Local 242; Pacific NW Regional Council of Carpenters; and Plumbers & Pipefitters Local 32); King County Juvenile Detention Guild; King County Maritime Coalition (International Organization of Masters, Mates, and Pilots; Inlandboatmen's Union of the Pacific; and, Marine Engineers' Beneficial Association); King County Prosecuting Attorneys Association; King County Regional AFIS Guild; King County Security Guild; Office & Professional Employees International Union Local 8; Professional & Technical Employees Local 17; Public Safety Employees Union; Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763; Service Employees International Union Local 925; Teamsters Local 174; Technical Employees' Association; and Washington State Council of County and City Employees Council 2.

<sup>2</sup> An agreement with an individual bargaining unit within the Coalition is referred to as an appendix. These are sometimes informally referred to as "small table" agreements.

Some of the key changes included in the CLA are moving from a three- to a four-year term and adding ten articles to the superseding section, further standardizing practices and procedures. Described in more detail in Table 3 of this staff report, the additional superseding articles include:

- Leave for Examinations
- Organ Donor Leave
- Union Membership
- Layoff Task Force
- Equal Employment Opportunity
- Telecommuting
- Sick Leave
- Vacation Leave
- Working Out of Class, and
- Transportation Benefits.

Additionally, total compensation bargaining previously occurred on a different timeline and via a separate memorandum of agreement (MOA). This CLA is the first-time total compensation bargaining was negotiated simultaneously and included in the same document. Specifically, the CLA's Article 29 on compensation provides employees represented by the Coalition with a general wage increase (GWI) in each year of the agreement as well as a one-time sliding scale bonus paid out in 2022. Employees making less than \$100,000 a year receive the largest bonus of \$4,000; bonus amounts decrease for more highly paid employees.

According to the fiscal note, the total fiscal impact of the CLA, including the appendices, is approximately \$234.8 million over the four-year term of the agreement. Of that total, \$66.4 million (28.3%) would be payable from the General Fund.

The sponsor has directed staff to draft an amendment that would update the protected classes listed under CLA Article 39 (Equal Employment Opportunity) to be consistent with the King County Charter, as agreed to by the Office of Labor Relations and the Coalition Co-Chairs.

There is also a technical amendment that would replace the agreement between King County and the Joint Crafts Council, Construction Crafts (Appendix 350) with a corrected version. The new version adds a signature that was missing in the originally transmitted document.

**Supplemental Appropriations Ordinance.** Proposed Ordinance 2022-0312 would make a net supplemental appropriation for the 2021-2022 biennium of \$59.5 million, of which \$26.9 million would be supported by the General Fund. Approximately \$38.7 million of this appropriation would support the provisions of the CLA.

## **BACKGROUND**

In 2014, Council adopted<sup>3</sup> the first MOA between King County and the Coalition of King County Labor Unions (“the Coalition”) that addressed Total Compensation<sup>4</sup> Coalition

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<sup>3</sup> Ordinance 17916

Bargaining. Effective January 1, 2015 through December 31, 2016, the MOA provided employees covered by the agreement with cost-of-living adjustments and a flat lump-sum coalition participation premium. It also required all compensation elements of CBAs to be reopened for the purpose of bargaining in coalition a total compensation agreement. Bargaining in coalition rather than as individual bargaining units was initiated to achieve process efficiencies and administrative cost savings.

In 2016, Council adopted<sup>5</sup> the second total compensation MOA between the County and the Coalition, this time addressing Total Compensation Coalition Bargaining for the 2017-2018 biennial budget. This MOA focused, from the outset of negotiations, on the total cost of the compensation package, including wages and salaries, paid leave, and health benefits. It provided general wage increases and a coalition premium as well as required the County and the Coalition to discuss a structure for bargaining standard practices, procedures, and CBA provisions via a master labor agreement.

The first Master Labor Agreement (MLA) negotiated between the County and the Coalition was adopted by Council<sup>6</sup> in May 2018. Standardizing a number of practices and procedures, the MLA contained 31 superseding articles and seven non-superseding articles applicable to all bargaining units in the Coalition.<sup>7</sup> For example, the Coalition's individual appendices no longer included different provisions pertaining to some human resource processes, leave benefits, and payroll practices as they were now covered by the MLA.<sup>8</sup> In addition, the first MLA standardized career service rules for employees.<sup>9</sup> The Master Labor Agreement had a three-year term, effective January 1, 2018 through December 31, 2020.

Total Compensation Coalition Bargaining for the 2019-2020 biennial budget continued outside of the MLA and was addressed in two separate MOAs.<sup>10</sup> Except for small table agreements, the terms for the two MOAs were the same and included general wage increases and a coalition participation premium.

The Executive has transmitted the successor agreement to the 2018-2020 MLA (P.O. 2022-0311). Referred to as the Coalition Labor Agreement (CLA), it is the first time that total compensation bargaining terms were negotiated simultaneously and included in a superseding article. According to Executive staff, CLA negotiations began in July 2020 and were conducted virtually due to the COVID-19 pandemic. The County and the Coalition reached a tentative agreement in October 2021, at which point bargaining of

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<sup>4</sup> "Total Compensation" elements are wages, premiums, incentives, other monetary payments and all forms of leave and benefits.

<sup>5</sup> Ordinance 18405

<sup>6</sup> Ordinance 18726

<sup>7</sup> The MLA was transmitted with 60 appendices. Superseding articles took the place of appendix articles on the same topic with some exceptions. Non-superseding articles may or may not have replaced the article on the same topic in an appendix.

<sup>8</sup> Legislative record: 2018-0178 Staff Report

<sup>9</sup> K.C.C.3.12.350 requires personnel guidelines be adopted to implement the directives, policies and standards contained in K.C.C. chapter 3.12 as well in Article 5 of the King County Charter.

<sup>10</sup> Ordinance 18887 and Ordinance 18902

the appendices began. Ratification was complete in July 2022 with 62 of the 65 bargaining units approving their contract.

According to the Executive's transmittal letter, the CLA would support three major objectives:

1. Achieving efficiencies and cost savings through standardization;
2. Advancing the County's "Investing in You" priorities;<sup>11</sup> and
3. Providing an equitable and sustainable economic package.

## **ANALYSIS**

**Coalition Labor Agreement.** Proposed Ordinance 2022-0311 would approve the Coalition Labor Agreement (CLA) between King County and the King County Coalition of Unions ("the Coalition") covering the period of January 1, 2021 through December 31, 2024. The successor agreement to the 2018-2020 Master Labor Agreement, the CLA would apply to nearly 6,600 employees in 27 labor unions<sup>12</sup> and 62 bargaining units. Included with the CLA are four memoranda of agreement and an appendix for each bargaining unit detailing their unique collective bargaining agreement (CBA) terms. Like the MLA, the CLA provisions that govern hours and working conditions do not apply to the Prosecuting Attorney's Office, Superior Court, District Court, and Council.

According to the fiscal note, the total fiscal impact of the CLA, including the appendices, would be an additional cost of approximately \$234.8 million over the four-year term of the agreement. The Executive's transmittal letter states that the additional superseding articles advance standardization efforts, helping the County to realize efficiencies and cost savings. Executive staff have noted that while savings and increased efficiencies are captured in the CLA in several ways, the actual fiscal effect of these changes is unquantifiable and not included in the fiscal note. To provide an example, Executive staff shared that the CLA would reduce the likelihood of grievances, errors, overpayments, and underpayments, as CLA superseding provisions can be administered consistently countywide.

The components of the CLA – the 46 articles, four memoranda of agreement, and 62 appendices – are discussed in separate subsections below with a summary of the fiscal impact at the end. Additionally, OLR has provided a document that compares the proposed CLA to Labor Policy 2020-004 (see Attachment 3 to this staff report).

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<sup>11</sup> Legislative record: 2017-B0082, Attachment 1 -- "Investing in You" is the Executive's initiative to invest in King County employees to deliver superior service and more value to King County residents. It focuses on six key areas: workplace culture, health, well-being and safety, learning and growth, racial diversity and culturally response at all levels, business operations and systems and total compensation.

<sup>12</sup> See Footnote 1 for a list of unions in the Coalition.

*Superseding and Non-Superseding Articles.* Superseding articles take the place of the appendix articles on the same topic with some exceptions.<sup>13</sup> Non-superseding articles may or may not replace articles on the same topic in an appendix. As previously mentioned, ten articles have been added to the superseding portion of the CLA for a total of 41 superseding articles. There are also five non-superseding articles, two of which are new. Tables 3 and 4 of this staff report summarize the material changes to the superseding and non-superseding articles, respectively.

Superseding Articles. The proposed 2021-2024 CLA includes 41 superseding articles, ten of which are being added since the preceding MLA. A summary of material changes for each superseding article can be found in Table 3. Two changes of note:

- *Donated Leave (Article 6) and Compensatory Time (Appendices).* Changes to donated leave and compensatory time<sup>14</sup> would bring the County into compliance with federal tax rules. Employees would be limited in how they can use donated leave. King County's existing employee-to-employee leave donation program was determined to be out of compliance with IRS Rule 90-29. This rule only allows employee-to-employee leave donation to be used for medical emergencies without requiring the donor be taxed for the donation. According to Executive staff, limiting the use of donated leave to the qualifying reasons for the Family Medical Leave Act/King County Family Medical Leave (FMLA/KCFML) would meet the definition of medical emergencies and bring the County into compliance with federal rules. This change is made in Article 6 of the CLA.

Also, to comply with federal tax rules, employees would be required to use or cash out compensatory time banks by the end of the year (with some carryover provisions) to ensure the County deducts and submits taxes on earnings and reports taxable income in the same tax year it was received. Language is updated in appendices to reflect this change.

- *Compensation (Article 29).* As previously mentioned, this is the first-time total compensation bargaining terms were negotiated simultaneously and included in the superseding compensation article. The economic package includes a one-time sliding scale bonus as well as general wage increases, which are the primary cost drivers of the agreement. Table 1 shows the history of wage increases and bonuses negotiated with the Coalition and Table 2 details the sliding scale bonus proposed in the CLA.

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<sup>13</sup> Exceptions include things like carve-outs and clarifications. For example, the CLA's superseding article on donated leaves clarifies that nothing in the article impacts any bargaining unit that has the ability to donate more sick leave than provided in the CLA article.

<sup>14</sup> "Compensatory time" means time off granted with pay in lieu of pay for work performed either on an authorized overtime basis or work performed on a holiday that is normally scheduled as a day off. Such compensatory time shall be granted on the basis of time and one-half (K.C.C. 3.12.010.M).

**Table 1. History of General Wage Increases (GWI) and Bonuses**

<b>Year</b>	<b>General Wage Increase<sup>15</sup></b>	<b>One-Time Bonus</b>	<b>Ordinance</b>
2015	2.00%	\$500	17916
2016	2.25%	-	17916
2017	2.25%	-	18405
2018	3.25%	-	18405 and 18726
2019	4.00%	-	18887
2020	3.00% <sup>16</sup>	\$500	18887
2021	1.50%	Sliding Scale	2022-0311
2022	3.00%	-	2022-0311
2023	4.00%	-	2022-0311
2024	4.00%	-	2022-0311

Note that one percent of the GWI in 2023 and one percent of the GWI in 2024 were contingent on ratification of the CLA by July 8, 2022, or an agreed upon extension. All 62 bargaining units who ratified met this requirement and will receive the full four percent.

The sliding scale bonus provides the largest award amount to the lowest paid employees (see Table 2). The bonus is determined using the employee's base annual pay in 2020 and whether they worked for the County in 2021.

**Table 2. CLA Proposed One-Time Sliding Scale Bonus**

<b>2020 Base Annual Pay</b>	<b>Bonus Amount</b>
<\$100,000	\$4,000
\$100,000 - \$125,000	\$2,000
>\$125,000	\$1,000

According to Executive staff, OLR kept two key principles in mind when negotiating compensation. First, the County's commitment to paying employees at levels consistent with similar jobs available in the broader market, although at times the County may exceed the market due to equity concerns. Second, employees in similar positions in different County organizations should be paid at the same rates. Other factors taken into consideration included the current

<sup>15</sup> In 2015 and 2016, the wage increases were cost-of-living wage adjustments.

<sup>16</sup> The GWI of 3% effective January 1, 2020, was divided into 1.5% added on January 1, 2020 and the final 1.5% added in the pay period that includes July 1, 2020 (Legislative record: 2019-0117 Staff Report).

economic climate<sup>17</sup> and the general wage increase rates of neighboring jurisdictions and other County unions.

The negotiated wage rates will be incorporated into the Executive's 2023-2024 Proposed Budget; however, Executive staff note that given the revenue constraints of many County funds, including the General Fund, these rates are not sustainable beyond the 2023-2024 biennium absent new sources of revenue or significant future budget reductions.

For reference, Council adopted Ordinance 19380 in December 2021, which provided two separate one-time retention bonuses for non-represented employees and increased the 2022 King County salary schedule by 4.454% for non-represented employees. These changes were meant to mirror the compensation changes anticipated in this CLA.

The 41 superseding articles and material changes are summarized in Table 3. To help identify which articles have material changes proposed, articles with immaterial changes are in a lighter gray font. The Executive has also transmitted Proposed Ordinance 2022-0313, which would amend code for consistency with the CLA. While that proposed legislation is still under staff review and will come before Council at a later date, Table 3 flags the material changes in the CLA also included in the Executive's proposed code changes.

**Table 3. Superseding CLA Articles**

<b>CLA Article</b>	<b>Article Name</b>	<b>Summary of Article in PO 2022-0311</b>	<b>K.C.C.</b>	<b>Material Changes in PO 2022-0311</b>
<b>Article 1</b>	<b>Coalition Bargaining Agreements Superseding</b>	CLA articles shall supersede language on the same articles in the appendix.	n/a	Non-material changes.
<b>Article 2</b>	<b>Military Leave</b>	Employees shall receive military leave in accordance with county policy, state and federal law, as amended.	3.12.260	Non-material changes, consistent with code.
<b>Article 3</b>	<b>Unpaid Leaves of Absence</b>	Leave without pay over 30 days for <i>medical reasons</i> may be taken, if approved by director of Human Resources. Leave for <i>nonmedical reasons</i> are approved by the division manager.	3.12.250	Language amended to clarify that layoffs, not budget cuts alone, may impact an agency's ability to reinstate an employee returning from a long-term leave to the same or equivalent position with no loss of seniority.

<sup>17</sup> Inflation estimated by the Office of Economic and Financial Analysis at 6.29, 6.29, 3.47, and 2.84 percent for 2021, 2022, 2023, and 2024 respectively during the period when negotiations were finalized ([March 2022 June-June CPI-W Forecast](#)).

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		The layoff, seniority, and bumping rights in each appendix shall be applied to employees who are taking leaves of absence.		
<b>Article 4</b>	<b>Leave for Volunteer Service</b>	Comprehensive leave eligible employees may use up to three days of 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.	3.12.225	Non-material changes, consistent with code.
<b>Article 5</b>	<b>Jury Duty</b>	Comprehensive leave eligible employees must deposit any jury duty pay received, exclusive of mileage, to the County, if they want to receive their regular County pay.  Employees ineligible for comprehensive leave may retain any jury duty pay received.	3.12.240	Non-material changes, consistent with code.
<b>Article 6</b>	<b>Donated Leaves</b>	Comprehensive leave eligible employees can donate and receive leave either through the existing employee to employee donation program or a new Emergency Medical Leave Fund (EMLF) pilot program.  Donated leave hours do not revert to the donor. For donations occurring between employees, the hours remain with the recipient. For the new	3.12.222 3.12.223 3.12.224	Changes include a new requirement that donated leave can only be used for FMLA/KCFML qualifying reasons and must be used for a prolonged absence (3 or more consecutive days). After a prolonged absence, donated leave may be used intermittently. These changes are required to bring the County into compliance with federal IRS Rule 90-29. <sup>18</sup>  The County will create an Emergency Medical Leave

<sup>18</sup> King County's existing employee-to-employee leave donation program was determined to be out of compliance with IRS Rule 90-29. This rule only allows employee-to-employee leave donation to be used for medical emergencies without requiring the donor be taxed for the donation. According to Executive staff, limiting the use of donated leave to KCFML/FMLA qualifying reasons will meet the definition of medical emergencies and bring the County into compliance.

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		<p>EMLF pilot program, donated hours not used by the donee within 60 calendar days of being awarded will be returned to the fund and do not revert to the donor.</p> <p>Comprehensive leave eligible employees may also donate vacation and/or compensatory hours to a nonprofit organization (in accordance with K.C.C. 3.12.222, as amended) or to an account or program to benefit children of a deceased employee (in accordance with K.C.C. 3.12.224, as amended).</p>		<p>Fund pilot program managed by DHR.<sup>19</sup> Eligible employees will be awarded leave (a maximum of 80 hours per year) prospectively and on a first come, first served basis. 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.</p> <p>Changes also clarify that donated leave cannot be converted to a cash payout upon termination, and employees will no longer be able to accrue additional leave hours while utilizing donated leave.</p> <p>Executive also proposes updating code with these changes (P.O. 2022-0313).</p>
<b>Article 7</b>	<b>Paid Parental Leave (PPL)</b>	<p>PPL supplements a comprehensive leave eligible employee's accrued paid leaves to provide up to 12 weeks of paid leave for a parent to bond with a new child.</p> <p>PPL may be used on an intermittent basis. If both parents work for the County, each employee is entitled to up to 12 weeks of PPL.</p>	3.12.219	<p>Language added to clarify that 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.</p> <p>This would not impact foster-to-adopt placements as code already requires leave be taken within one year of placement. In cases of adoption, however, it clarifies that an</p>

<sup>19</sup> King County established the COVID Emergency Donated Leave Fund in response to a nationally declared disaster pursuant to IRS Notice 2006-59. Specific to COVID-19 related absences, it is not the same as having an emergency medical leave fund. The CLA would commit the County to establishing an Emergency Medical Leave Fund pilot program, which would operate like the COVID leave program but expand beyond pandemic specific uses. According to Executive staff, the COVID specific fund would end and the dollars in that fund would be moved into this new pilot program. While the fund balance for the COVID specific program fluctuates daily (as employees are awarded leave, use awarded hours or donate hours), it had \$28,433 available to distribute as of August 2, 2022. As of that date, over 516 employees donated hours totaling \$1,153,218, and 476 employees requested leave totaling \$1,124,785.

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		PPL is not subject to cash-out.		employee would not be eligible for PPL when adopting a child who has lived with them for more than a year.  Executive proposes updating code with this change (P.O. 2022-0313).
<b>Article 8</b>	<b>Bereavement Leave<sup>20</sup></b>	Employees eligible for comprehensive leave benefits are entitled to five days, maximum 40 hours (pro rata for part-time) per qualifying death of a member of the employee's immediate family. <sup>21</sup>  Employees who are not eligible for comprehensive leave are allowed to use compensatory time for bereavement leave.	3.12.210	Clarifies leave must be taken within 18 months from the date of death.  Executive proposes updating code with this change (P.O. 2022-0313).
<b>Article 9</b>	<b>Vacation Leave Cap</b>	All comprehensive leave eligible employees hired after 12/31/17 have their vacation leave capped 320 hours. Employees hired on or before 12/31/17, have their vacation leave capped at 480 hours.	3.12.190	Non-material changes, consistent with code.
<b>Article 10</b>	<b>Holidays, Eligibility<sup>22</sup></b>	Comprehensive leave eligible employees receive two personal holidays in their vacation bank each year.  When a holiday falls on the scheduled day off, the employee will be	3.12.230	Juneteenth and Indigenous Peoples' Day are added as paid holidays, aligning with existing code.  Amends language to state that the two personal holidays will be added to the vacation bank on the

<sup>20</sup> Nothing in this Article supersedes benefits outlined in the Professional and Technical Employees, Local 17 (Transit Chiefs, Collective Bargaining Agreement Code 042 and Transit Superintendents, Collective Bargaining Agreement Code 044) contract.

<sup>21</sup> "Immediate family" means the employee's spouse or domestic partner, and the parent (biological, adoptive, foster, stepparent, legal guardian, or person who stood or stands in loco parentis), grandparent, child, child-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.

<sup>22</sup> This article does not apply to employees with benefit time.

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		given a deferred holiday (prorated, if part-time).		<p>paycheck that includes February 1.</p> <p>For new employees eligible for comprehensive leave benefits hired on or before November 15, the two personal holidays will be added to their vacation bank on the last day of the first pay period following their date of hire.</p> <p>Executive proposes updating code with this change (P.O. 2022-0313).</p>
<b>Article 11</b>	<b>Family Medical Leave Act / King County Family Medical Leave<sup>23</sup></b>	<p><u>FMLA</u> Eligible employees may take up to 12 weeks of paid or unpaid leave in a single 12-month period for qualifying conditions or events.<sup>24</sup></p> <p>Employee must be employed by the County for at least 12 months and has worked 1,250 hours in the 12-month period prior to leave.</p> <p><u>KCFML</u><sup>25</sup> Eligible employees may take up to 18 weeks of paid or unpaid leave in a single 12-month period for the employee's own qualifying serious health condition and for any qualifying reason under the Federal FMLA, Washington State Family Leave Act or other family</p>	3.12.221	Non-material changes consistent with code.

<sup>23</sup> Nothing in this article is intended to supersede the seniority provisions included in the Teamsters Local 174 (CBA Code 160) contract.

<sup>24</sup> Qualifying conditions or events include the employee's own serious health condition, 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, or for qualifying exigencies related to the foreign deployment of a military member. Leave can be continuous or intermittent when medically necessary.

<sup>25</sup> KCFML Article 11.2 applies only to the bargaining units whose labor agreements include the KCFML benefit.

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		<p>and medical leaves available under federal or state law.</p> <p>Employees must be employed by the County for at least 12 months and have worked at least 1,040 hours for a 40-hour week employee or 910 hours for a 35-hour week employee in the 12-month period prior to leave.</p>		
<b>Article 12</b>	<b>Professional Development</b>	<p>Administered by DHR, the Professional Development Fund finances a Career Development Scholarship Program available to career service and/or regular employees represented by the Coalition.</p> <p>The County commits to funding the program with:</p> <ul style="list-style-type: none"> <li>• \$150,000 in 2022</li> <li>• \$150,000 in 2023</li> <li>• \$150,000 in 2024</li> </ul>	n/a	<p>The Career Development Scholarship program is no longer a pilot program.</p> <p>For the life of this agreement, the maximum cost for the program would be \$450,000 if all funds are applied for and used. Unused funds are not meant to carry over from year-to-year.</p> <p>Note, given the implementation of the CLA would occur later in 2022, the Executive will seek to reappropriate all of the 2022 funds. As a result, the program would be funded at \$225,000 in 2023 and \$225,000 in 2024.</p>
<b>Article 13</b>	<b>Supported Employment Program (SEP)<sup>26</sup></b>	<p>Supported employees performing bargaining unit work will be covered by the terms of the applicable appendix.</p> <p>No Public Employment Relations Commission Unfair Labor Practice Complaints or grievances will be filed based on the</p>	n/a	<p>All Coalition bargaining units now recognize, accrete, and can utilize SEP classifications.</p> <p>Following the full and final ratification of the CLA, the County and Coalition agree to perform a wage study to assess whether it is appropriate to reopen</p>

<sup>26</sup> The Supported Employment Program matches qualified job candidates with developmental disabilities to business needs within King County. Job coaches are provided to support candidates through the application process, onboarding, training, and retention of employment as well as ongoing career growth. There are 37 SEP employees at the County (11 of which are not covered by the CLA).

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		<p>work assigned to a supported employee or allegations of work skimming.</p> <p>Supported employees will be represented and pay dues, as appropriate, to the union representing the majority of the work assigned.</p> <p>Supported employees may be assigned to perform work that is currently non-represented.</p>		<p>negotiations over the wage ranges covering SEP classification.</p>
<p><b>Article 14</b></p>	<p><b>Reclassification and Resulting Pay</b></p>	<p>The department, employee, or a group of employees (within the same section of a division) may request to DHR that their position be reclassified if their duties have changed or their positions are not assigned to the appropriate classification.</p> <p>Term-limited temporaries (TLTs) may not request a reclassification as individual employees.</p> <p>Resulting pay for reclassifications is as follows:</p> <p><u>Higher pay grade</u> – First step of the pay range in new classification or the step that is at least five percent above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded.</p> <p><u>Same pay grade</u> – The step of the pay range which is closest to and not less than the step</p>	<p>3.15.030</p>	<p>Except if appealed, all reclassification requests now will be completed within 12 months of being submitted by the employee(s).</p> <p>Previously, regular employees could only appeal a reconsideration decision to the Personnel Board. The CLA adds the alternative option to appeal through the grievance process under CLA Article 26, submitted at Step 4 Arbitration.</p> <p>Now, TLTs are allowed to be part of a group reclassification request (and a request for reconsideration), provided regular employees are also making the request.</p> <p>Executive also proposes updating code with the TLT related change (P.O. 2022-0313).</p>

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		<p>that the employee received before the reclassification.</p> <p><u>Lower pay grade</u> – Highest step in the new pay range that does not exceed the current pay rate.</p> <p>A regular employee or group of regular employees has 30 days to submit a request for reconsideration of a classification decision to DHR.</p> <p>With the union's concurrence, an employee or group of employees may appeal a reconsideration decision through the Personnel Board or through the grievance process under CLA Article 26, submitted at Step-4 Arbitration, but not both.</p>		
<b>Article 15</b>	<b>Special Duty<sup>27</sup></b>	<p>Temporary employees are not eligible for special duty assignments (SDA).</p> <p><u>30 days to 12 months</u> – Assignments must be approved by the employee's department director for:</p> <ul style="list-style-type: none"> <li>- Work that exceeds either the volume and/or complexity of what is routine, and is for a limited duration;</li> <li>- Unforeseen work caused by unique circumstances, not expected to reoccur;</li> </ul>	3.15.140	<p>Previously specific to SDAs in a higher paid position, the article now applies to SDAs of a lateral or demotion nature. Given this change, language also clarifies that only SDAs in a higher paid classification are eligible for increased pay.</p> <p>Makes clear that if an employee's base position pay includes hourly longevity and/or merit pay, then that is included when calculating SDA pay. According to Executive staff, this is current</p>

<sup>27</sup> "Special Duty Assignment" is 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.

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		<ul style="list-style-type: none"> <li>- Development/ implementation of a new function or system; or</li> <li>- Backfill for a vacant regular position.</li> </ul> <p><u>Up to five years</u> – Assignments must be approved by the DHR director to:</p> <ul style="list-style-type: none"> <li>- Perform a significant or substantial body of work such as a non-routine project or work related to the initiation or cessation of a county function, project or department;</li> <li>- Backfill a regular position when an employee is on an extended leave or a special duty or other assignment;</li> <li>- Staff or backfill staff on a grant-funded, capital improvement or IT system project.</li> </ul> <p>An employee on SDA that has a higher top step rate of pay will be placed at the first step of the special duty classification pay range or paid a flat 5% above the employee's base rate of pay, whichever is higher.</p> <p>An employee on SDA will continue to accrue seniority in their base classification.</p> <p>Regarding recruitment, notice shall be provided to the affected work group or department at least 10 days prior to filling the special duty position.</p>		<p>practice; however, the prior agreement only mentioned merit pay.</p> <p>Language is added to clarify that if an employee who served in the SDA is hired into the position, they cannot be hired at a step that would result in less pay than when they were working on SDA.</p> <p>Similarly, an employee hired into a regular position who served on SDA doing the same or substantially similar work (within one year of that hire), shall receive credit towards the probationary period for the time served in the SDA.</p> <p>Executive also proposes updating code with these changes (P.O. 2022-0313).</p>

<b>CLA Article</b>	<b>Article Name</b>	<b>Summary of Article in PO 2022-0311</b>	<b>K.C.C.</b>	<b>Material Changes in PO 2022-0311</b>
<b>Article 16</b>	<b>Contracting Out</b>	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.	n/a	No changes.
<b>Article 17</b>	<b>Term-Limited Temporary Positions<sup>28</sup></b>	TLT employees will not be used to supplant regular full-time equivalent or career service positions. <sup>29</sup>	n/a	No changes.
<b>Article 18</b>	<b>Job Posting</b>	All open regular and TLT positions represented by the Coalition shall be posted for at least 14 calendar days.	n/a	Non-material changes.
<b>Article 19</b>	<b>Public Records Request</b>	If an employee's personnel file or personal information for the entire membership of the union is the subject of a public records request, the County shall provide advance notice to the employee or the union, prior to its release.	n/a	Non-material changes.
<b>Article 20</b>	<b>Union Notification</b>	Within approximately 5 days of a new employee's date of hire or new union eligibility, DHR will supply the union with information such as the employee's name, job classification, rate of pay, work email, and personal contact information, if the employee provides it.	n/a	Non-material changes.
<b>Article 21</b>	<b>Union Engagement</b>	During each year of the CLA, union stewards may be provided with up to one workday of	n/a	Changes simplify language and clarify existing practice. For example, clarifies that the 30 minutes

<sup>28</sup> Nothing in this article is intended to supersede TLT language provided for in the individual appendix that is not expressly covered in this article.

<sup>29</sup> "Career Service Position" means all positions in the county service except for those that are designated by Section 550 of the charter.

<b>CLA Article</b>	<b>Article Name</b>	<b>Summary of Article in PO 2022-0311</b>	<b>K.C.C.</b>	<b>Material Changes in PO 2022-0311</b>
		<p>release time without loss of pay to participate in steward training.</p> <p>The County shall provide each new bargaining unit employee 30 minutes of release time to meet with the union within the first month of employment.</p>		of release time to meet with the union is paid, which Executive staff state is current practice.
<b>Article 22</b>	<b>Union Leave</b>	<p>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 not to exceed five years.</p> <p>Leave may not be approved for more than one employee at a time per department.</p>	n/a	Non-material changes.
<b>Article 23</b>	<b>Use of County Bulletin Boards and Electronic Devices</b>	<p>The County agrees to provide bulletin boards in accessible areas for union officers and/or stewards to post union materials.</p> <p>Consistent with state law and county policy, 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.</p>	n/a	Non-material changes.
<b>Article 24</b>	<b>Reimbursement for Personal Transportation<sup>30</sup></b>	Employees authorized to use their own transportation for county business shall be reimbursed at the rate established by	n/a	Adds language stating the County provides coverage for liability to a third party, and property damage to an employee's personal vehicle, if the use of an

<sup>30</sup> 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).

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		ordinance.		employee's personal vehicle was authorized, the employee is traveling during their workday (not commuting), and they were acting in good faith and within the course and scope of their employment.  This change is consistent with current practice and the Executive's <i>Use of Vehicles for County Business Policy</i> (FES-12-1-3-EP).
<b>Article 25</b>	<b>Insured Benefits</b>	The County provides group medical, dental, vision, disability, accidental death and dismemberment, and life insurance plans for regular, probationary, and term-limited temporary employees provided under the terms of the Joint Labor Management Insurance Committee of Unions "JLMIC" Benefits Agreement. All labor organizations that are signatory to this agreement agree to the JLMIC Benefits Agreement, as amended.	n/a	Total compensation is now included in the CLA rather than as a separate MOA. As such, changes to this article incorporate previously agreed to language in the 2017-2018 and 2019-2020 Total Compensation MOAs stating all Coalition signatory unions agree to adopt the JLMIC agreement.
<b>Article 26</b>	<b>Grievance Procedure<sup>31,32</sup></b>	<u>Step One/Supervisor:</u> (1) Grievance must be presented to the employee's supervisor in writing by the shop steward/union	n/a	Now allows for class action grievances. Grievances that allege the same violation(s) of the CLA (inclusive of its appendices), seek the

<sup>31</sup> A grievance is defined as an allegation by either party to the CLA that a violation of one or more terms of the CLA (or its appendices) has occurred.

<sup>32</sup> In Step One, the union must present the grievance in writing within 30 calendar days of the occurrence or employee/union knowledge of the grievance. Each subsequent action in the grievance process is required to be completed within 15 calendar days of the preceding action. For example, upon receiving the written grievance, the supervisor and employee/union must meet within 15 days, the supervisor's decision must be issued within 15 days following the meeting, and to move to Step Two, the union would have 15 days once the supervisor's decision is issued to present the written grievance to the department director. If the union does not pursue the grievance to the next step after 15 calendar days, the grievance will be precluded from further appeal.

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		<p>representative; (2) the supervisor and employee/union meet to discuss the grievance; (3) the supervisor issues a written decision.</p> <p>Note, supervisors and managers initiate their grievances at Step 2.</p> <p><u>Step Two/Director:</u> If the union pursues the grievance after the supervisor's written decision (1) the employee's department director and employee/union meet to discuss the grievance and (2) the director issues a written decision.</p> <p><u>Step Three/OLR:</u> If the union pursues the grievance after the department director's decisions (1) the OLR labor negotiator and employee/union meet to discuss the grievance and (2) the labor negotiator will issue a written decision.</p> <p><u>Step Four/Arbitration:</u> Should the decision of the labor negotiator at Step 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process outlined in the CLA. The process includes the following topics: Selection Process, Arbitrator's Authority Limited, Arbitration Expenses, Mediation, Timelines and Grievances of Disciplinary Action.</p>		<p>same remedy and involve more than one grievant shall, at the union's request, be submitted at Step 2 as a class action grievance.</p> <p>Adds language under Step 4, mediation, that says if mediation is requested it would be preferable to use the King County Office of Alternative Dispute Resolution as the impartial mediator.</p> <p>Sets an official process for adjudication of grievances relating to the interpretation of CLA articles. An interpretation grievance is one that rests on the interpretation of the CLA, distinguished from a grievance pertaining to an appendix or discipline grievance. A CLA interpretation between an individual union and a county representative is not binding unless advanced to the County and Coalition co-chairs for their concurrence. A CLA interpretation grievance may be directly advanced to Step 3, by agreement of the labor negotiator and union, to be address by the co-chairs. If a resolution is not reached, either party may advance the grievance to arbitration.</p> <p>According to Executive staff, the County and Coalition have informally been using this process since the implementation of the MLA in 2018. Adding this language into the CLA formalizes the process.</p>

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
Article 27	Discipline and Sunset Clause <sup>33</sup>	No regular employee shall be disciplined except for just cause. The County will employ the concept of progressive discipline in appropriate cases.	n/a	Adds language stating that 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.  Executive staff state this is generally current practice but adding the language in the CLA will help ensure consistency with managing these files.
Article 28	Economic Equity	Should any non-Coalition bargaining unit with King County reach a more favorable combined general wage increase and benefit funding rate, the Coalition reserves the right to reopen the CLA and bargain the impacts of that decision.  If the County can demonstrate bargaining units outside of the Coalition made economic offsets in negotiations to increase wages or benefits, the reopener would not apply.  This provision will not apply to Sheriff's deputies, captains or majors, marshals, paramedics, interest arbitration decisions or to job classifications that receive market-based increases.	n/a	No changes.
Article 29	Compensation <sup>34</sup>	<u>GWI and Bonus</u> Provides a general wage increase for each year of the agreement and a	n/a	Total compensation is now included in the CLA rather than as a separate MOA. This is the first time that

<sup>33</sup> 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.

<sup>34</sup> In the 2018-2020 MLA, this article was titled Coalition Unions Incentive Pay.

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		<p>one-time sliding scale bonus as shown in Table 1 and Table 2.</p> <p><u>Deferred Compensation</u> New employees will be automatically enrolled in the Deferred Compensation Program.</p> <p><u>Step Progression</u> Effective January 1, 2021, step progressions between steps 1 and 10, or the steps as provided under the appendix, would not be based on merit, performance or evaluation.</p>		<p>the cycle of the CLA and total compensation bargaining have been brought together under the same document, on the same timeline.</p> <p><u>Deferred Compensation</u> Carried over from the 2019-2020 Total Compensation MOA, does not represent a change.</p> <p><u>Step Progression</u> Executive staff note that the majority of appendices have automatic annual step progression; however, a small portion of appendices follow discretionary step progression outlined in the Executive Branch Merit Pay System Guidelines. The new language in the CLA moves towards having all Coalition employees on automatic annual step progression. Executive staff do not believe this will be a substantive change in practice.<sup>35</sup></p>
<b>Article 30</b>	<b>Savings Clause</b>	Standard contract language stating that if part of the contract is invalidated the rest shall remain in effect.	n/a	Non-material changes.
<b>Article 31</b>	<b>Sick Leave<sup>36</sup></b>	Comprehensive leave eligible employees accrue sick leave benefits at the rate of 0.04616 hours for each hour in paid status	3.12.220	Formerly non-superseding MLA Article 34. Would become superseding CLA Article 31.  Aligns CLA language with

<sup>35</sup> Executive staff did not do an audit of specific bargaining units with merit-based step increases; however, DHR reviewed whether increases were commonly withheld due to merit scores and found that it was rare among represented employees.

<sup>36</sup> This article does not apply to employees with benefit time (BT). The BT program is a unique benefit found in some Wastewater Treatment Division appendices (156, 157, 159, and 011). It is a bank of time accrued using a combination of holiday leave and vacation accrual, instead of traditional holiday and vacation benefits. Employees with BT also have a certain level they may be eligible to cash out each year, with the specific terms outlined in the individual appendices.

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		<p>excluding overtime up to a maximum of 3.6928 hours per bi-weekly pay period. There is no limit to the number of sick leave hours accrued and carried over from year-to-year.</p> <p>Short-term temporary employees 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 December 31, all accrued sick leave over 40 hours will be forfeited.</p> <p>Employees are entitled to use sick leave after it appears in the employee's pay advice (PeopleSoft).</p>		<p>county code and state law<sup>37</sup> by clarifying the reasons paid sick leave may be used and at what rate short-term temporary employees accrue sick leave.</p> <p>Language pertaining to the formula for cashing out sick leave upon an employee's retirement or death is changed to reference base pay instead of hourly pay and clarifies that the calculation includes merit or longevity pay, if applicable. Executive staff state this is current practice.</p> <p>And, adds that sick leave can be used when an employee has been exposed to a contagious disease and must quarantine. The Executive is also proposing to update code with this change (P.O. 2022-0313).</p>
<b>Article 32</b>	<b>Vacation Leave<sup>38</sup></b>	<p>Comprehensive leave eligible employees shall be granted vacation with pay. The accrual table included in the CLA article aligns with current county code.</p> <p>Comprehensive leave eligible employees may use vacation leave hours in the pay period after they are accrued.</p>	3.12.190	<p>Formerly non-superseding MLA Article 35. Would become superseding CLA Article 32.</p> <p>Non-material changes, consistent with code.</p> <p>When moving from a non-superseding article to a superseding article, carve outs were created for some bargaining units.<sup>39</sup> According to Executive</p>

<sup>37</sup> RCW 49.46.210

<sup>38</sup> This article does not apply to employees with benefit time.

<sup>39</sup> Nothing in this section is intended to supersede the vacation accrual tables/vacation caps for 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).

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		Employees who leave County employment before successfully completing their first six months of County service forfeit their vacation leave hours and are excluded from the vacation payoff provisions.		staff, agreeing to let these bargaining units maintain their unique accrual tables allowed the County to bring all contracts under this Vacation Leave Article, further standardizing vacation leave practices and provisions.
<b>Article 33</b>	<b>Working Out of Class</b>	<p>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.</p> <p>The employee would receive a five percent working-out-of-classification pay premium, including any overtime earned.</p>	3.15.145	<p>Formerly non-superseding MLA Article 37, would now become superseding CLA Article 33.</p> <p>Non-material changes, consistent with code.</p> <p>While the language is not significantly altered, it is becoming a superseding article. According to Executive staff, this will result in a change for a number of bargaining units who have been operating under different and inconsistent working-out-of-classification provisions.</p>
<b>Article 34</b>	Transportation Benefits	Eligible employees would receive transportation benefits provided in code.	n/a	<p>Formerly non-superseding MLA Article 38. Would become superseding CLA Article 34.</p> <p>No changes to the language.</p>
<b>Article 35</b>	Leave for Examination	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.	3.12.200	<p>New superseding article.</p> <p>Language previously included in various appendices and is being moved into the CLA as a superseding article to further standardization.</p> <p>Language consistent with code.</p>
<b>Article 36</b>	<b>Organ Donor Leave</b>	Comprehensive leave eligible employees shall be granted leave for organ donation in accordance with King	3.12.215	<p>New superseding article.</p> <p>Language was previously included in various appendices and is being</p>

CLA Article	Article Name	Summary of Article in PO 2022-0311	K.C.C.	Material Changes in PO 2022-0311
		<p>County Code 3.12.215, as amended.</p> <p>Employees would be able to take 5 days of paid leave without having such leave charged to family leave, sick leave, vacation leave, or leave of absence without pay.</p>		<p>moved into the CLA as a superseding article to further standardization.</p> <p>Language is consistent with code.</p>
<b>Article 37</b>	<b>Union Membership</b>	<p>Upon authorization by an individual employee, the County shall provide for payroll deductions of union dues, initiation fees, assessments, and other fees as certified by the union.</p> <p>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.</p>	n/a	<p>New superseding article.</p> <p>Language was previously included in appendices and updated with MOAs following the Janus Decision.<sup>40</sup></p> <p>Being moved into the CLA as a superseding article to further standardization.</p>
<b>Article 38</b>	<b>Layoff Taskforce</b>	<p>The County and Coalition 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 CLA.</p> <p>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.</p>	n/a	<p>New superseding article.</p> <p>Executive staff note this new article commits the County and the Coalition to work to dismantle legacy rules biased against people of color. As an example, they point to layoff and bumping order rules that can disadvantage employees hired in more recent years or decades when the County established ESJ principals in hiring and promotion practices.</p> <p>Executive staff also note this article would work alongside layoff articles in appendices.</p>

<sup>40</sup> On June 27, 2018, the U.S. Supreme Court issued its decision in *Janus v. AFSCME, Council 31*. The court ruled that the Constitution prohibits public employers and unions from entering into agreements that require bargaining unit members to pay an agency fee or a representation fee.

<b>CLA Article</b>	<b>Article Name</b>	<b>Summary of Article in PO 2022-0311</b>	<b>K.C.C.</b>	<b>Material Changes in PO 2022-0311</b>
<b>Article 39</b>	<b>Equal Employment Opportunity</b>	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 race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation, ancestry or the presence of any sensory, mental or physical disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the County.		<p>New superseding article.</p> <p>As transmitted, this article is missing some of the protected classes listed in King County Charter Section 840 (family caregiver status, gender identity or expression, and 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).</p> <p>OLR has worked with the Coalition Co-Chairs to correct this and an amendment is being drafted to ensure these classes are also covered by the CLA.</p>
<b>Article 40</b>	<b>Telecommuting</b>	<p>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 will not be unreasonably denied.</p> <p>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.</p>	n/a	<p>New superseding article.</p> <p>New language in the CLA, consistent with the Executive's <i>Telecommuting Policy</i> (HR Policy: 2020-0002).</p>
<b>Article 41</b>	<b>Duration</b>	Standard contract language stating the duration of the contract.	n/a	Reflects that the agreement covers the period of January 1, 2021 through December 31, 2024.

Non-superseding. The 2021-2024 CLA includes five non-superseding articles, which are summarized in Table 4. To help identify which articles have material changes proposed, articles with immaterial changes are in a lighter gray font. The Executive has also transmitted Proposed Ordinance 2022-0313, which would amend code for consistency with the CLA. While that proposed legislation is still under staff review and will come before Council at a later date, Table 4 flags material changes in the CLA also included in the Executive's proposed code changes.

**Table 4. Non-Superseding CLA Articles**

<b>CLA Article</b>	<b>Article Name</b>	<b>Summary of Article in P.O. 2022-0311</b>	<b>K.C.C.</b>	<b>Changes in PO 2022-0311</b>
<b>Article 42</b>	<b>Safety Gear and Equipment Allowance</b>	<p>Employees receive up to \$200 per calendar year, per employee, if safety footwear is required.</p> <p>The County shall provide each employee with required personal protective equipment and replace as needed.</p>	n/a	<p>Formerly MLA Article 32, still non-superseding.</p> <p>Non-material changes.</p>
<b>Article 43</b>	<b>After Hours Support<sup>41</sup></b>	<p><u>Standby</u> - Employees will be given 10 business days' notice, in writing, of their designation to standby, or of schedule changes.</p> <p>Employees will be paid ten percent of their base hourly rate for all hours on standby.</p> <p><u>Technical Call-Out</u> – 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.</p> <p><u>Physical Call-Out</u> – A minimum of four hours (inclusive of travel and time</p>	n/a	<p>Formerly MLA Article 33, still non-superseding</p> <p>Non-material changes.</p>

<sup>41</sup> "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 their workplace, or technical call out to work remotely through technological means and is not required to report back to the workplace.

CLA Article	Article Name	Summary of Article in P.O. 2022-0311	K.C.C.	Changes in PO 2022-0311
		<p>actually worked) at the overtime rate when the employee is required to report back to the employees' workplace.</p> <p>An employee who has a County vehicle and can report directly to a work location and does not have to report to the employee's workplace would be paid two hours of overtime.</p>		
<b>Article 44</b>	<b>Training and Licensing/ Certification</b>	<p>The County would pay for any certification/license (except for driver's license), continuing education, and training that is required for the position. It also includes necessary release time that is preapproved.</p> <p>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).</p>	3.12.110	<p>Formerly MLA Article 36, still non-superseding.</p> <p>Incorporates language already legislated from the 2019-2020 Total Compensation MOA that says the County will reimburse the cost of an employee maintaining their CDL endorsement if the position requires it.</p> <p>Executive proposes updating code with this change (P.O. 2022-0313).</p>
<b>Article 45</b>	<b>Parking</b>	<p>Notes that employees were not required to pay for parking at the County's Goat Hill, King Street Center, or Children and Family Justice Center (CFJC) parking garages in 2021.</p> <p>Paid parking resumes in 2022 for the Goat Hill and King Street Center garages.</p> <p>Also adds a new requirement that employees must pay for parking at CFJC (employee rate will be set at \$10/month). Employees who are assigned or report to CFJC during 2022 will receive a one-time lump sum of \$500</p>	3.32	<p>New non-superseding article. This is new language in the CLA.</p> <p>Executive has also transmitted P.O. 2022-0310 to set the \$10/month employee parking fee at CFJC.</p> <p>The CFJC employee parking rate will not be charged to employees until Council approves P.O. 2022-0310.</p>

CLA Article	Article Name	Summary of Article in P.O. 2022-0311	K.C.C.	Changes in PO 2022-0311
		in January 2023.  Parties agree to establish a Joint Labor Management Committee to develop and implement improvements in transportation for employees working at the CFJC.		
<b>Article 46</b>	<b>Waiver and Complete Agreement</b>	Unless otherwise agreed by the County and Coalition, 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.  The County and Coalition may, with mutual consent, negotiate modifications to the terms of this Agreement. To be effective, modifications must be detailed in writing and signed by both parties.	n/a	New non-superseding article.  Standard contract language previously included in various appendices and is being moved into the CLA as a non-superseding article to further standardization.

*Memoranda of Agreement (MOA)*. There are four memoranda of agreement attached to the CLA, two of which are long-standing agreements being renewed and included in the CLA for convenient reference. The four agreements include:

1. Longevity/Incentive Pay for Administrative Support Classifications. An established MOA, this agreement addresses longevity-merit pay and merit pay for Coalition administrative support classifications,<sup>42,43</sup> and is being included under the CLA for easy reference. This benefit was initially established in 2012 and there are no material changes to the terms; however, language has been added to clarify that newly formed bargaining units must indicate their selection

<sup>42</sup> Merit pay is covered by K.C.C. chapter 3.15, which authorizes pay increases based on performance. The Executive Branch Performance Appraisal and Merit Pay System Guidelines provide instructions for applying merit pay processes contained in code. Certain administrative support classifications represented by the Coalition are offered the option of longevity-merit pay, which is when an employee receives an additional percentage of their base rate of pay after a certain period of time with the County. Longevity-merit pay is offered as an alternative to merit pay; an employee cannot receive both. The MOA sets the specific terms for longevity-merit pay, and the bargaining unit must adopt these terms at the initial offering of the program. Longevity-merit pay is not offered to non-represented employees, to non-Coalition employees, or to Coalition represented employees in classifications not listed in the MOA.

<sup>43</sup> Coalition administrative support classifications include 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, and payroll specialist. It does not include positions covered by Coalition bargaining units eligible for interest arbitration.

(either longevity-merit pay or merit pay) as a group within 60 days from formation of the bargaining unit. That selection remains in effect for the duration of the agreement. Employees who do not have merit pay provisions under their appendix shall only be eligible for longevity-merit pay.

2. Cross-Jurisdictional Special Duty Assignments (SDA). The County and Coalition have established rules related to the representation issues presented by cross-jurisdictional SDAs. This long-standing MOA memorializes those rules, which cover topics including notification, pay progression, payment of union dues, standing and seniority, duty of representation, grievances, and pension trusts.

Added to the CLA for easier reference, this MOA is also being updated to clarify how employee wage reductions/contributions to union pensions are handled while the employee is on SDA.

3. Compensation Settlement for Implementation of Retroactive Increases. This MOA lays out terms for handling the retroactive payment of general wage increases included in the CLA for 2021 and 2022 (1.5 percent and 3.0 percent, respectively). For example, it clarifies that employees who retired or separated in 2021 or 2022 will get a retroactive payment. Employees who resign or are terminated prior to the first day of the first pay period following the final ratification of the CLA will not get a retroactive payment.

All other provisions of the 2021-2024 CLA will be implemented prospectively. Non-retroactive provisions include, but are not limited to, changes to compensation (e.g., pay premiums, salary increases, special allowances) and changes in hours and working conditions.

4. Joint Childcare Trust. This MOA states that within 30 days of the CLA being ratified by all parties, representatives for the County and the Coalition shall begin meeting to explore the establishment of a Joint Childcare Trust. This group will be referred to as the Childcare Trust Joint Committee and meet semi-monthly.

To determine employee need, the MOA directs the Joint Committee overseeing the Child Care Fund Pilot for 2020-2021 to assess the utilization rates of the fund.<sup>44</sup> It also calls on the County and Coalition to determine the funding

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<sup>44</sup> In 2020, the JLMIC and the County agreed to a one-year child care pilot using \$9 million from the JLMIC Protected Fund Reserve ([JLMIC COVID-19 Emergency Childcare Reimbursement MOA](#)). A joint labor-management child care committee designed the rules for the pilot, including providing the highest reimbursement (\$5,000 per child) for lower income earners. Program use was not as high as expected. Based on a survey of County employees, utilization may have been impacted by COVID-19 (parents being able to adjust their schedules while working remotely and being concerned about using traditional daycare during a pandemic). The survey also found that nearly 75% of respondents said they would be likely to use the reimbursement program if it became permanent.

mechanism for a childcare benefit.<sup>45</sup> Assuming the establishment of a Joint Childcare Trust by King County is feasible, the County and Coalition agree to work diligently to execute a Trust agreement as soon as possible. According to the MOA, once a Trust has been legally established, all contributions shall be transferred to the Trust.

*Appendices to the CLA.* Each bargaining unit's unique collective bargaining agreement terms are provided as an appendix to the CLA. While the Coalition includes 65 bargaining units, three contracts were rejected and therefore not transmitted with the CLA.<sup>46</sup> Negotiations with these three bargaining units continue and the contracts will come before the Council at a later date.

There are two subsections below. The first is a summary of material changes for each of the 62 appendices transmitted with the CLA. The second subsection briefly discusses the three rejected contracts.

Transmitted Appendices. The 62 proposed appendices below were transmitted with the CLA for the Council's consideration. They are in order of fiscal impact.

Most of the appendices have language removed or amended to reflect the addition of ten new superseding and two non-superseding articles in the CLA. Other common changes made across appendices include requiring compensatory time be cashed out annually to comply with federal tax rules, as previously discussed, and adding standard contractual overtime language to ensure current pay practices are reflected in collective bargaining agreements.

Furthermore, about half of the appendices propose pay range increases or wage studies. According to Executive staff, these proposals are in response to concerns raised about inflation during small table negotiations. When determining individual classification pay range increases, Executive staff say they considered "market comparable wages, internal County comparable wages, and the impact to services based on revenue and costs of this agreement. In the forefront of bargaining discussions, consideration was made to disparities that exist for internal and external classifications and occupations disproportionately held by employees of underrepresented and underserved races, genders or other protected classes."

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<sup>45</sup> Executive staff note the deadline in the MOA to complete this work passed before ratification could occur. However, the parties have continued to discuss this issue throughout negotiations and are committed to meeting within 30 days of final ratification (Council adoption).

<sup>46</sup> The contracts rejected include the Professional and Technical Employees, Local 17, Transit Chiefs – Metro Transit Department (CBA 042); Professional and Technical Employees, Local 17, Transit Superintendents – Metro Transit Department (CBA 044), and Washington State Council of County and City Employees, Council 2, Local 21DC District Court - Wages Only (CBA 090). Both bargaining units represented by PTE, Local 17 are eligible for interest arbitration

**Appendix 155: Teamsters Local 117 – PAO****\$5.7 million**

Appendix 155 to the CLA represents 227 legal administrative specialists, legal secretaries, victim advocates, paralegals, word processing operators, application developers, and desktop support specialists in the Prosecuting Attorney's Office (PAO).

*Standard 40-hour work week adopted.* The proposed appendix would change the standard work week from 35 to 40 hours. Most employees will be moved to 40-hour work weeks, but alternative work schedules will be approved for those that wish to remain at 35 hours per week. OLR reports this was a proposal from management to address understaffing. According to OLR, the most cost-effective way to increase staffing is to increase hours. Under this agreement, the PAO has the ability to move willing employees into 40-hour positions without having to pay overtime until an employee works more than 40 hours. The total four-year cost for the switch to 40 hours is estimated to be \$3,982,000. This estimate assumes 70 percent of eligible employees will switch to a 40-hour week. However, OLR notes there is a great deal of uncertainty about how many employees will switch.

*Increased wage range.* The appendix also includes the creation of a higher-level paralegal II classification at Range 51 and an increase in victim advocate pay range from Range 48 to Range 50. The cost for these changes is \$1,718,000 and it will impact 93 people.

**Appendix 350: JCC, Construction Crafts – Multiple Departments** **\$2.25 million**

This appendix covers approximately 130 employees represented by multiple unions (Joint Crafts Council, Construction Crafts) and housed in the Department of Local Services, Department of Executive Services, Department of Natural Resources and Parks, and Public Health. Classifications include (but are not limited to) carpenters, electricians, mechanics, metal fabricators, painters, and plumbers.

*Range increases.* The proposed agreement would provide for range increases for the following positions:

- Carpenters (2 range increase) – 20 employees
- Plumbers (2 range increase) – 6 employees
- Plumbing inspectors (3 range increase) – 12 employees
- Senior plumbing inspectors (2 range increase) – 3 employees
- Electricians (3 range increase) – 14 employees
- Heavy duty mechanics (1 range increase) – 23 employees

The range increases are anticipated to result in a cost impact of \$2.25 million over the contract period. Approximately 40 percent of the cost would be supported by the Facilities Management Division Fund, 26 percent by the Environmental Health Services Fund, and the remainder by various other funds.

*Service truck premium.* The agreement would also establish a 5 percent premium for machinists who operate a service truck. Employees who operate a service truck work are expected to manage their workloads efficiently without supervision, which is a level of responsibility comparable to lead work. This change is anticipated to have a minimal cost impact.

*Welding pay premium.* The agreement would establish a \$2.50 per hour pay premium for certain certifications for welders; the Solid Waste Division's operations have required more work with exotic metals and certifications are necessary to perform the work safely. This change is anticipated to have a minimal cost impact.

**Appendix 012: SEIU Local 925 – FMD** **\$1.14 million**

Appendix 012 to the CLA represents 114 custodial employees in the Department of Executive Services, Facilities Management Division. This bargaining unit is represented by Service Employees International Union (SEIU), Local 925.

*Fiscal Impact.* The proposed appendix includes a fiscal impact of \$1,138,000 for the duration of the agreement due to future and retroactive modification of pay range increases for the following positions:

- Custodian (Range 30 to 32)
- Custodian – Floor Care (Range 31 to 33)
- Custodian – Lead (Range 34 to 36)
- Custodian – Windows (Range 36 to 38)

*Weekend Shifts.* The proposed appendix would not require covered employees to work both Saturday and Sunday, except in cases of emergency or with the expressed written consent of the employee, unless Saturday and Sunday work is a part of a normal work schedule.

**Appendix 450: Teamsters Local 763 – KCSO** **\$802,000**

Appendix 450 to the CLA represents approximately 52 Communications Specialists in the King County Sheriff's Office.

*Fiscal Impact.* The proposed appendix includes an anticipated fiscal impact of \$802,000 for the duration of the agreement due to range increases as described below:

- Call Receiver (Range 42 to 43)
- Dispatcher (Range 59 to 61)

*Dispatcher Training Progression.* The proposed appendix requires Call Receivers to progress to dispatch training after 18 months of service demonstrating satisfactory

performance. Call Receivers may enter into dispatch training prior to 18 months by mutual agreement between the employee and the County.

*Lateral Hiring Program.* The proposed appendix establishes the County's right to create a lateral hiring program the effects of which are subject to bargaining.

*Shift Trades.* The proposed appendix requires that shift trades must be completed within the Fair Labor Standards Act (FLSA) workweek. If the trade cannot be completed within the FLSA workweek, the employee who worked the shift will be paid for the hours worked at the contractual overtime rate in effect at the time the work is performed. The employee who does not work their shift will be charged compensatory time or vacation leave as appropriate. According to the Executive, the change is required to comply with FLSA rules.

*Office of Law Enforcement Oversight (OLEO).* The proposed appendix would adopt the King County Police Officers Guild (KCPOG) 2017-2021 agreement regarding OLEO's powers and authorities. According to the Executive, there are essentially three buckets that the KCSO bargaining units in the proposed CLA fall under regarding OLEO:

1. Those who agreed to adopt the KCPOG 2017-2021 Agreement on OLEO,
2. Those who agreed to follow current code and policy provisions on OLEO, and
3. Those who agreed to adopt what KCPOG adopts in the future whether through bargaining or by arbitration.

This bargaining unit were not agreeable to allow KCPOG to determine their future working conditions. Therefore, any future changes regarding OLEO beyond what is included in the 2017-2021 KCPOG agreement, including OLEO's subpoena power, would need to be negotiated separately.

**Appendix 460: King County Security Guild – FMD \$800,000**

Appendix 460 to the CLA represents 57 employees (Security Officers, Dispatchers, and Sergeants) within the Department of Executive Services, Facilities Management Division.

*Fiscal Impact.* The proposed appendix includes a fiscal impact of \$800,000 for the duration of the agreement and includes prospective modification of pay range increases for the following positions:

- Security Officer (Range 36 to 39)
- Security Officer – Dispatch (Range 38 to 41)
- Security Sergeant (Range 42 to 45)

Additionally, the proposal includes pay to Officers and Dispatchers assigned in writing by management to perform training duties to new hire employees the rate of \$1.45 per

hour in addition to their base hourly rate for all hours spent in training. There is also a pay differential for staff whose regular work shifts begin between the hours of 1:00 pm and 4:59 am of \$0.50 cents per hour for all regular compensated hours worked during those shifts.

*Equipment Allowance.* The proposed appendix would provide \$200 per calendar year, per employee for required safety footwear.

**Appendix 157: Teamsters Local 117 – WTD (Supervisors) \$765,000**

Appendix 157 to the CLA represents 27 supervisory employees in the Wastewater Treatment Division, Department of Natural Resources and Parks.

*Transfers Within the Same Job Classification.* Language is strengthened regarding lateral transfers to different locations or job classifications and levels. Where there are interested internal candidates for such lateral transfers, those transfers will be granted prior to considering other candidates, if the internal candidate has the required qualifications, skill and abilities. Seniority is to be used as a tiebreaker among qualified internal candidates.

*Seniority.* Language is added to the Seniority clause providing that, for purposes of layoff and recall, seniority for designated employees is defined as continuous length of service in the Wastewater bargaining unit formerly represented by the Technical Employees Association. An employee's County/Metro adjusted service date will serve as the tiebreaker for employees with the same WTD Teamsters/TEA seniority. The Executive indicates that this issue has been the subject of a memorandum of agreement that has been in effect for a number of years. This revision adds the language to the appendix; no additional costs are anticipated.

*Clarifications to Merit-Over-The-Top Process.* Merit-Over-the-Top (MOT) pay is to be awarded at 2.5% increase level if an employee receives an "Outstanding" rating on the annual performance evaluation for two consecutive years. A 5% MOT award is awarded for employees who demonstrate that they go well beyond the requirements of their ongoing work program; these employees are expected to meet developing work demands where the agency has no ability to plan for the additional workload. Employees are encouraged to discuss with their supervisors the work accomplishments they believe would be supportable under the MOT criteria. The Executive indicates that this revision responds to concerns that the MOT provisions have been unclear. No additional costs are anticipated.

*Certifications.* Employees who have valid certifications in disciplines applicable to their employment will be paid an additional \$50 per month per certification, up to a maximum of \$100 per month. Eligible certifications are listed. Employees are required to provide evidence of current licensure or certification prior to expiration to avoid a lapse in payment. There are no automatic renewals for certification pay; no retroactive

payments will be made for failure to provide documentation. During the term of the agreement, additional certifications may be added by memorandum of agreement.

*Leave Accrual.* To address paid time away from the job, this appendix utilizes the concept of “benefit time”, as well as sick leave. Benefit time combines vacation leave and holiday leave and allows annual conversion of excess benefit time hours to cash. Benefit time accrual is defined by a Leave Accrual Table that expresses the hourly accrual rate based on the number of months of service. The Leave Accrual Table is adjusted to increase accruals by 16 hours per year to account for the Juneteenth and Indigenous Peoples Day paid holidays. For sick leave, the rate of accrual of sick leave is specified at 0.0269 hours for each hour in paid status up to a maximum of 8 hours per month. The process for calculating the hours to be awarded is described.

*Benefit Time and Sick Leave Accumulation.* Limits on the accumulation of benefit time for new employees are established. For eligible employees hired on or after July 1 2023, the maximum annual accumulation of benefit time is to be 320 hours; excess hours are forfeited, except that up to 80 hours of the hours above 320 hours can be converted to cash once annually prior to forfeiture. Additionally, the cash-out level for all employees will be adjusted to 120 hours from their current cash-out rate, if they meet cash-out thresholds. The maximum annual accumulated carryover of benefit time is to be 600 hours. Employees with at least 480 hours at that time will have the option to convert up to 40 hours to cash, down to a balance of 480 hours.

*Wage Range Adjustment.* Wage ranges are increased for the following positions:

- Process Control Supervisor (Range 71 to 74; Executive indicates no additional costs for this position, as this increase became effective 1/1/2020, pursuant to a 2019 MOA)
- Wastewater Maintenance Supervisor (Range 69 to 72; Executive indicates no additional costs for this position, as this increase became effective 1/1/2020, pursuant to a 2019 MOA)
- Wastewater Safety and Emergency Manager (Range 70 to 72; four-year cost projection--\$36,000)
- Wastewater Treatment Supervisor (Range 70 to 72; four-year cost projection--\$178,000)
- Wastewater Treatment Supervisor-Rotating (Range 69 to 71; four-year cost projection--\$354,000)
- Environmental Programs Managing Supervisor (Range 74 to 75; four-year cost projection--\$144,000)
- Project Control Engineer Supervisor (Range 74 to 75; four-year cost projection--\$54,000)

**Appendix 193: Public Safety Employees Union (PSEU) – KCSO **\$664,000****

Appendix 193 to the CLA represents approximately 133 non-commissioned professional employees of the King County Sheriff’s Office.

*Fiscal Impact.* The proposed appendix includes an anticipated fiscal impact of \$664,000 for the duration of the agreement due to pay range increases as described below:

- Evidence Specialists (Range 42 to 46)
- Sheriff's Data Technicians (Range 44 to 46)

*Office of Law Enforcement Oversight (OLEO).* The proposed appendix includes language which would stipulates that this bargaining unit will agree to accept the terms, conditions and any standardized impacts agreements that the County bargains with the King County Police Officers Guild (KCPOG) to be approved in a future ordinance or as determined by an arbitrator pursuant to RCW 41.56.450 for the KCPOG collective bargaining agreement.

**Appendix 060: PROTEC17 – Public Health and DCHS **\$629,000****

Appendix 060 to the CLA covers 686 employees in Public Health – Seattle & King County and the Department of Community and Human Services (DCHS) represented by Professional and Technical Employees Local 17 (PROTEC17).<sup>47</sup> Positions covered by this appendix include 73 position classifications across various administrative, healthcare, environmental health, emergency medical services and involuntary commitment work groups. The overall cost impact is estimated at \$629,000<sup>48</sup> over the contract period, including \$581,000 from the proposed range increases, \$32,000 from the shift differentials and \$16,000 from the new licensure premiums discussed below.

*Range increases.* The proposed agreement would increase pay ranges for six classifications:

- Pharmacist (Range 73 to 75)
- Pharmacy Assistant (Range 28 to 30)
- Pharmacy Supervisor (Range 77 to 79)
- Pharmacy Technician (Range 37 to 39)
- Public Health Administrative Support Supervisor (Range 53 to 55)
- Health and Environmental Inspector (Range 46 to 48)

*Shift differential increase.* The proposed agreement would increase the shift differential for the evening shift from 50 cents per hour to \$1 per hour and for the night shift from 75 cents per hour to \$1.50 per hour.

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<sup>47</sup> PROTEC17 has formerly been referred to as PTE17.

<sup>48</sup> Approximately \$226,000 would be supported by the General Fund with \$384,000 supported by the Public Health Fund and \$16,000 supported by the Environmental Health Fund.

*Advanced social worker license premium.* The proposed agreement would provide for a \$50 premium per biweekly pay period for Licensed Independent Clinical Social Workers and Licensed Mental Health Counselors.

*Bilingual designated positions.* The proposed agreement would remove requirements that only vacant positions may be filled with bilingual designated positions<sup>49</sup> and eliminate caps on these positions at specific locations.<sup>50</sup> The agreement would instead set a maximum of 50 bilingual designated positions across the entire bargaining unit at any one time. No impacts to existing staff as a result of these changes are anticipated and according to Executive staff, the new language is intended to expand management's ability to designate positions with a bilingual requirement if a community need is identified.

*Other efficiencies and process improvements.* The proposed agreement would set forth new hiring process parameters related to job postings, allowing departments to post for more than one position in the same classification continuously to fill multiple vacancies, and scoring for internal candidates from the bargaining unit. Finally, the agreement includes a re-opener for an existing shared staffing agreement that allows for relocating staff among different public health centers to better meet patient demand; if a revised agreement is finalized, employees covered by the shared staffing agreement would be eligible for a \$4 per hour weekend premium.

**Appendix 462: SEIU Local 925 – Department of Public Defense \$470,000**

Appendix 462 to the CLA represents 335 employees in the Department of Public Defense. This bargaining unit is comprised of full and part-time employees of the Department of Defense excluding managers, supervisors, confidential employees, students, interns, externs, volunteers, and work/study employees.

*Capacity Counsel.* Incorporated the “capacity counsel panel” as an exception to the prohibition on contracting out.

*Probation Period for Public Defenders.* Standardized probation periods for new public defenders to 12 months with all time spent as a TLT counting towards the probation period.

*Reclassification of Legal Administrative Specialists.* The proposed appendix would reclassify existing Legal Administrative Specialists into the new Legal Assistant job classification and include stair-stepped range increases. The cost of this change is \$384,000 over the four-year contract and will affect approximately 45 employees.

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<sup>49</sup> Bilingual designated positions are compensated at 2.5 percent above the base rate of pay.

<sup>50</sup> The prior agreement limited the number of bilingual designated positions to four at the Downtown, Columbia, Eastgate, and North Public Health Centers, two at all other public health centers, and two each at the sexually transmitted disease and tuberculosis clinics.

*Public Defender Steps Added.* The proposed appendix would add 4 additional steps (steps 15-18) and allowing everyone to auto step progress through those steps in exchange for eliminating all senior levels from the CBA. (Those employees in senior steps will be given legacy status to maintain their current pay.) OLR reports these steps were added in order to take steps towards achieving parity with the average pay for prosecuting attorneys. The cost of this change is \$85,000 over the life of the contract and impacts 30 employees.

**Appendix 100: IBEW Local 77 – KCIT, DLS, DNRP, PHSKC \$400,000**

Appendix 100 to the CLA covers approximately 37 electrical and electronics technicians and specialists in the Departments of Information Technology, Local Services, Natural Resources and Parks, and Public Health that are represented by International Brotherhood of Electrical Workers (IBEW), Local 77. Example classifications include but are not limited to: Electrical Inspector; Electronic Communication Technician I/II; Traffic Signal Technician I/II.

*Wage Range Adjustment.* The more significant cost driver for the proposed appendix is the wage range adjustments for the following classifications:

- Solid Waste Electronics Technician (Range 56 to 57)
- Electronic Communication Specialist (Range 61 to 62)
- Electronic Communication Technician I (Range 42 to 48)
- Electronic Communication Technician II (Range 56 to 57, effective 1/1/2023)

Executive staff indicate that these represent market wage adjustments and were made after reviewing comparable positions in the local market, considering internal equity, recent wage increases in the bargaining unit, and ability to afford any increases. According to Executive staff, there are approximately 21 employees affected by the range adjustment with an estimated annual cost of approximately \$93,000 at annualized 2022 rates and including PERS/FICA.

*Miscellaneous Changes.* The proposed appendix would also add language that the parties agree to create to Joint Labor Management Committee subcommittees with the goal of establishing a regular training schedule to include required and/or recommended certifications, technology advancements, manufacturer certifications, and safety and leadership trainings. Additionally, the proposed appendix would streamline the promotional application process for traffic signal technicians in the Roads Division and also create a Traffic Signal Technician II position to replace the Lead Traffic Signal Technician with no change in wages.

Appendix 275 to the CLA covers approximately 34 industrial and hazardous waste employees in the Department of Natural Resources and Parks (DNRP) that are represented by Washington State Council of County and City Employees (WSCCCE), Council 2, Local 1652-R. Example classifications in this appendix include but are not limited to: Administrative Specialist I/II; Administrator I/II; Health and Environmental Investigator I/II/III/IV; Engineer I/II/III/IV.

*Wage Range Adjustment.* The proposed appendix would retroactively from January 1, 2021 change the wage range for the following classifications:

- Industrial Waste Compliance Investigator I (Range 56 to 58)
- Industrial Waste Compliance Investigator II (Range 60 to 62)
- Industrial Waste Compliance Investigator III (Range 65 to 67)
- Industrial Waste Compliance Specialist I (Range 50 to 53)
- Industrial Waste Compliance Specialist II (Range 53 to 56)
- Industrial Waste Compliance Specialist III (Range 59 to 62)

Executive staff indicate that there are approximately 15 employees in these job classifications and the annual fiscal impact is approximately \$84,000 at annualized 2022 rates including PERS/FICA. According to Executive staff, the wage adjustments that were agreed to are a response to the union's leading proposal in this round of bargaining. Executive staff further note that management itself has expressed concerns through several rounds of bargaining about internal equity of wages with these positions and other classifications in the bargaining unit. However, they also note that while there is not a problem with retention, these are very difficult positions to recruit given their specialization and lack of counterparts elsewhere and a very long training period once employees are on board.

*Miscellaneous Changes.* The proposed appendix would also:

- Increase standards for promoting internal candidates;
- Shorten the probationary period for six months for all classifications;
- Require the County to conduct a salary survey for the Industrial Waste Compliance Investigator series with the understanding that such salary data would be used in negotiations for the subsequent contract term; and
- Acknowledge that both parties see a need to update and revise the performance appraisal document, which has not been updated since 2009 and agree to revise the performance appraisal system in a collaborative manner, reopening this article as necessary.

**Appendix 070: WSCCCE, Council 2, Local 21HD – Public Health**

**\$254,000**

This appendix covers approximately 100 employees in Public Health, including epidemiologist, social research scientist, psychiatric evaluation, and environmental scientist classifications. The proposed agreement would increase ranges for the Epidemiologist II and Social Research Scientist classifications from 62 to 63. The proposed range increases are anticipated to result in a cost increase of \$254,000 over the contract period, primarily supported by the Public Health Fund.

The agreement would also call for the County to assess whether the Disease Research and Intervention Specialist and Social Research Scientist classifications should remain as single level classifications or whether a development of a classification series is warranted.

**Appendix 156: Teamsters Local 117 – WTD**

**\$214,000**

Appendix 156 to the CLA represents 82 employees in professional, technical and administrative support positions in the Wastewater Treatment Division, Department of Natural Resources and Parks.

*Transfers Within the Same Job Classification.* Language is strengthened regarding lateral transfers to different locations or job classifications and levels. Where there are interested internal candidates for such lateral transfers, those transfers will be granted prior to considering other candidates, if the internal candidate has the required qualifications, skill and abilities. Seniority is to be used as a tiebreaker among qualified internal candidates. The Executive indicates that the number of persons who would be interested in such transfers is unknown.

*Clarifications to Merit-Over-The-Top Process.* Merit-Over-the-Top (MOT) pay is to be awarded at 2.5% increase level if an employee receives an “Outstanding” rating on the annual performance evaluation for two consecutive years. A 5% MOT award is awarded for employees who demonstrate that they go well beyond the requirements of their ongoing work program; these employees are expected to meet work demands that develop and the agency has no ability to plan for the additional workload. Employees are encouraged to discuss with their supervisors the work accomplishments they believe would be supportable under the MOT criteria. The Executive indicates that this revision responds to concerns that the MOT provisions have been unclear. No additional costs are anticipated.

*Rotating Shift Language.* Language relating to rotating shifts, which is not applicable to this bargaining unit, is removed from the appendix.

*Leave Accrual* To address paid time away from the job, this appendix utilizes the concept of “benefit time”, as well as sick leave. Benefit time combines vacation leave and holiday leave and allows annual conversion of excess benefit time hours to cash.

Benefit time accrual is defined by a Leave Accrual Table that expresses the hourly accrual rate based on the number of months of service. The Leave Accrual Table is adjusted to increase accruals by 16 hours per year to account for the Juneteenth and Indigenous Peoples Day paid holidays. For sick leave, the rate of accrual of sick leave is specified at 0.0269 hours for each hour in paid status up to a maximum of 8 hours per month. The process for calculating the hours to be awarded is described.

*Benefit Time and Sick Leave Accumulation* Limits on the accumulation of benefit time for new employees are established. For eligible employees hired on or after July 1 2023, the maximum annual accumulation of benefit time is to be 320 hours; excess hours are forfeited, except that up to 80 hours of the hours above 320 hours can be converted to cash once annually prior to forfeiture. Additionally, the cash-out level for all employees will be adjusted to 120 hours from their current cash-out rate, if they meet cash-out thresholds.

*Industrial Program Management Specialist Wage Range Adjustment* Wage ranges are increased from Range 63 to Range 65 for the Industrial Program Management Specialist position, based on changes to the duties of the position and internal equity concerns, according to the Executive. The Executive projects a four-year cost of \$211,000 for this item.

**Appendix 170: Animal Control Officers Guild – RASKC **\$201,000****

Appendix 170 to the CLA represents 31 employees of the Animal Control Officers Guild in the Department of Executive Services, Records and Licensing Services Regional Animal Services of King County (RASKC). This appendix covers RASKC employees in multiple classifications that include:

- Animal Care Technician
- Animal Control Officer (ACO)
- Animal Control Officer – Lead
- Animal Control Sergeant
- Animal Control Sergeant – Lead
- Foster Program Coordinator
- Animal Services Coordinator
- Animal Shelter Administrator
- Veterinary Technician

Note that the ACO's wage range has increased from level 43 to 45 and there are currently eight employees in this classification. The Animal Control Officer-Lead position is a new position that will be covered under the proposal and executive staff report that the position will be posted after adoption of the proposal.

*Holidays Observed.* The proposed appendix would add holidays observed provisions, all employees may be required to work holidays and benefit eligible employees who work holidays will be paid at the rate of one and a half of their regular hourly rate and will also receive eight hours holiday pay, provided the employee does not exceed the non-renewable annual cap of 80 hours. Short term temporary employees will be paid time and a half of their hourly rate only if they are mandated to work. Holidays are observed on the calendar date upon which the holiday falls due to the 24/7 operation of this division, the current practice is when the calendar day of the actual holiday falls on a weekend the employees observe the actual holiday and not the business closure day.

*Wage Rates.* The proposed appendix would amend wage rates provisions to clarify that only Animal Control Officers assigned to perform inspection duties will receive a five percent premium above their base wage rate for all hours worked while performing those duties, but if an Animal Control Sergeant is assigned to perform inspection duties, they are not eligible to receive an additional five percent as it is already incorporated in their wage grid.

*Hours of Work/Contractual Overtime.* The appendix would add new provisions to the hours of work and contractual overtime provisions that include a half-hour paid meal period for Animal Control Officers that are scheduled to work in the field. The addition also clarifies that employees receiving a paid meal period will be entitled to meal and rest periods only as described in this agreement, and not those provided by state law.

*Automatic Vehicle Location (AVL) System Use Policy.* In October 2018, the Executive established the AVL Use Policy which established enterprise-wide standards of usage and tracking data collected from county fleet (non-revenue) vehicles.<sup>51</sup> Terms related to the AVL System Use Policy are part of an active MOA in the current agreement. The proposed appendix would include these active terms of the MOA with some updates and technical corrections.

*Translation Premium.* This appendix would add translation premium provisions that would provide five hundred dollars per year to employees who translate a language in the workplace. Eligible employees will be required to pass a language proficiency test administered by the County.

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<sup>51</sup> URL: <https://kingcounty.gov/about/policies/aep/facilitesaep/FES127EP.aspx>.

**Appendix 154: Teamsters Local 117 – Multiple Departments**

**\$200,000**

Appendix 154 to the CLA represents 654 professional, technical and administrative employees represented by Teamsters Local 117 and work in the Department of Community and Health Services (DCHS), Department of Executive Services (DES), Department of Human Resources (DHR), Department of Information Technology (KCIT), Department of Natural Resources and Parks (DNRP), Department of Public Health (DPH), Department of Local Services (DLS), Department of Adult and Juvenile Detention (DAJD), Department of Elections, and King County Metro.<sup>52</sup>

*Fiscal Impact.* The proposed appendix includes a fiscal impact of \$200,000 for the duration of the agreement due to modification of classifications, pay range increases of various positions, and addition of new classifications.

*Automatic Vehicle Location (AVL) System Use Policy.* The appendix would add an AVL policy, as previously described.

*Appeal of a Regular Employee Performance Appraisal.* The proposed appendix would include a process for employees to provide feedback to their supervisor on their annual performance appraisal and request additional review and consideration based on the feedback provided.

**Appendix 274: WSCCCE, Council 2, Local 2084SC-S – Superior Court**<sup>53</sup> **\$195,000**

Appendix 274 to the CLA represents 12 supervisors in Superior Court who supervise employees in professional, technical, and administrative positions in the Court's Juvenile Court Services Division, primarily overseeing juvenile probation counselors who assess, supervise, and counsel clients involved in the juvenile justice system.

The appendix provides a one-time \$2,000 incentive payment for employees who voluntarily transition from a compressed 5/4 schedule to a normal 40-hour workweek of 8 hours per day if it is approved by the Court. Requests must be submitted before December 31, 2024. The proposed appendix also provides a merit leave incentive for leave eligible employees working 40-hour workweeks within the Superior Court performance appraisal process.

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<sup>52</sup> DCHS – Administration Unit, DES – Fleet Division, DES – Airport Division, DES – Finance and Business Operation Division, DES – Facilities Management Division, DES – Records and Licensing Division, DES – Office of Emergency Management, DNRP – Parks and Recreation Division, DNRP – Solid Waste Division, DNRP – Water and Land Resources Division, DNRP – Wastewater Treatment Division, DPH – Administration Unit, DLS – Road Services Division, and DLS – Planning and Permitting Division.

<sup>53</sup> Due to separately elected status, Superior Court has the authority to bargain working conditions while the Executive branch bargains wage and wage related issues. Therefore, for all Court contracts, the Executive negotiates a "wage contract" while there is a separate "working condition" contract that is negotiated and administered by the Court. The "wage contract" is included in the CLA while the "working conditions" contract is not. This is why the Superior Court appendices state "Wages Only" in the title.

Lastly, the appendix makes three classification range adjustments listed below. Executive staff indicate that the \$195,000 cost of this appendix is due entirely to the range increases.

- Administrative Specialist IV (Range 45 to 46)
- Juvenile Probation Counselor Supervisor (and Screening) (Range 60 to 62)
- Juvenile Program Services Supervisor (Range 60 to 62)

**Appendix 370: King County Prosecuting Attorneys Association – PAO \$191,000**

Appendix 370 to the CLA represents 103 non-senior deputy prosecutors in the Criminal Division and Juvenile Division of the King County Prosecuting Attorney's Office (PAO). Appendix 370 specifies that matters not related to wages are covered in a separate but parallel agreement between the Prosecuting Attorney and the Association.

*Adjusted step progression.* Adjusted step progression to allow for steps 6, 8 and 10 to be skipped. However, the Prosecuting Attorney may advance a deputy to a higher step at any time. This proposed change is estimated to cost approximately \$191,000 and impact approximately 20 employees.

*Streamlined the deputy prosecuting attorney classification system for increased human resources (HR) efficiency.* The prior system had five different levels for deputy prosecuting attorney that were organized as different jobs in the HR system. According to OLR, by collapsing them into a single job that has 11 pay steps, HR will save approximately 40 hours of work per year that was required to move employees from one job to another in the HR system.

**Appendix 214: PSEU – KCSO (Fire Investigator) \$166,000**

Appendix 214 to the CLA represents approximately 2 Fire Investigators in the King County Sheriff's Office.<sup>54</sup>

*Fiscal Impact.* The proposed appendix includes an anticipated fiscal impact of \$166,000 for the duration of the agreement due to the range increases described below (all effective retroactively to January 1, 2021):

- Fire Investigator I (Range 54 to 56)
- Fire Investigator II (Range 59 to 61)
- Assistant Fire Marshal (Range 64 to 66)

*Step Increase Conditional Upon Completion of Probationary Period.* The proposed appendix would remove the automatic step increase after six-month employment.

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<sup>54</sup> There is a total of 5 FTEs appropriated for this bargaining unit with 3 current vacancies.

Instead, those employees who start at Step 1 will advance from Step 1 to Step 2 upon successful completion of probation. Advancement to the next step following successful completion of probation is at management's discretion if the employee is hired above Step 1.

*Office of Law Enforcement Oversight (OLEO).* The proposed appendix includes language which would stipulates that this bargaining unit will agree to accept the terms, conditions and any standardized impacts agreements that the County bargains with the King County Police Officers Guild (KCPOG) to be approved in a future ordinance or as determined by an arbitrator pursuant to RCW 41.56.450 for the KCPOG collective bargaining agreement.

**Appendix 351: IUOE Local 302 – DNRP, DLS, DES **\$164,000****

Appendix 351 to the CLA represents 85 employees (Equipment Operators) within the Departments of Natural Resources and Parks, Local Services, and Executive Services. This bargaining unit is represented by the International Union of Operating Engineers, Local 302.

*Fiscal Impact.* The proposed appendix includes a fiscal impact of \$164,000 for the duration of the agreement and includes prospective modification of pay range increases for the following positions:

- Solid Waste Preventive Maintenance Specialist (Range 46 to 48)
- Solid Waste Preventive Maintenance Specialist – NONCDL (Range 46 to 48)
- Vegetation Specialist (Range 47 to 49)

*Required Certifications.* The proposed appendix would require Oilers to hold ASE (preventative maintenance inspection certification) and TIA (basic level) certifications. The County will pay for training and will provide release time to covered employees so they can obtain these certifications.

*Equipment Allowance.* The proposed appendix would provide \$200 per calendar year, per employee who are required to wear ANSI-rated safety footwear.

**Appendix 461: Teamsters Local 117 JUA – Multiple Departments **\$129,000****

This appendix covers approximately 177 employees represented by the Teamsters Local 117, Joint Units Agreement (JUA), in a wide range of positions in the Department of Adult and Juvenile Detention, Public Health, Department of Local Services, Department of Natural Resources and Parks, Department of Executive Services, Department of Community and Human Services, and King County Elections. Positions range include (but are not limited to) cooks/bakers, inventory purchasing specialists, utility workers, truck drivers, chemical dependency screeners, and roads maintenance workers.

*Pay premium for operation of tailgate sanders during snow and ice events.* The proposed agreement would provide for a 50 percent pay premium for operating tailgate sanders and support vehicles when a snow and ice emergency has been declared by the Roads Services Director. For the past 10 years, tailgate sanders were largely not used during snow and ice events due to a dispute over the appropriate classification for using the sanders. The pay premium is intended to provide incentive for employees qualified to operate tailgate sanders to report for duty. Increased use of tailgate sanders should help reach small cul-de-sacs, crosswalks, and other areas difficult to reach by large commercial vehicles. The estimated cost impact is \$27,000 over the contract period and would be supported by the Roads Fund.

*Training assignment pay premium.* The proposed agreement would provide for a new 5 percent pay premium when an employee accepts an assignment to train another employee for one full day or more. The cost impact is anticipated to be approximately \$5,000 and would be supported by the Roads Fund.

*Chemical dependency screeners shift premium.* The proposed agreement would allow chemical dependency screeners to receive the shift premiums authorized for other employees under this appendix: 10 percent of the employee's base hourly rate for the second shift (12 p.m. to 9 p.m.) and 15 percent for the third shift (9 p.m. to 5 a.m.). Previously, chemical dependency screeners received \$12 for working a shift other than the day shift. This change is anticipated to have a cost of \$97,000 over the contract period and would be supported by the Mental Health Fund.

**Appendix 010: SEIU Local 925 – DNRP, Parks and Recreation \$125,000**

Appendix 010 to the CLA represents 145 employees in the Department of Natural Resources and Parks (DNRP), Parks and Recreation Division. Executive staff indicate that the anticipated fiscal impact on the following changes is \$125,000.

*New Accreditations.* The proposed appendix would add 3 new accredited positions into the agreement:

- Arborist (Range 47)
- Parks Specialist III (Range 49)
- Aquatic Center Control Room (Range 45)

*Range Changes.* The proposed appendix would amend the pay range for 6 positions:

- Custodian Floor Care (Range 31) replaced by Utility Worker I (Range 35)
- Custodian Lead (Range 34) replaced by Utility Worker Lead Aquatics Center (Range 39)
- Operating Engineer I (Range 45 to 47)
- Operating Engineer II (Range 50 to 52)

- Operating Engineer III (Range 54 to 56)
- Playground Specialist (Range 45 to 47)

*STTs and TLTs.* The proposed appendix would set the initial step for short-term temporary (STT) and term-limited temporary (TLT) employees. Currently, and in the proposed appendix, regular employees are hired at least at Step 2 on the wage scale.

In the proposal, STT and TLT employees would also be hired at Step 2 or higher on the wage scale. Note that STT employees are at will and do not serve a probationary period. STT and TLT employees would receive 2 step increases<sup>55</sup> on January 1st of each year.

*Step Increases.* The proposed appendix would require employees to pass probation by September 30th to be eligible for step increases on January 1st. Previously, employees would receive step increases regardless of their probationary status, as long as the employee was hired in the previous year.

*Safety Footwear Reimbursement.* The proposed appendix would increase the maximum reimbursement for safety footwear from \$125 to \$150, when employees are required to wear safety footwear. The allowance will also be afforded to STT employees after every 1,800 hours of work.

**Appendix 065: PROTEC17 – DES, DNRP, DLS (Supervisors) \$106,000**

Appendix 065 to the CLA represents 54 supervisor level employees that are represented by PROTEC17, also known as Professional and Technical Employees Local 17, in the Departments of Executive Services (DES), Department of Natural Resources and Parks (DNRP), and the Department of Local Services (DLS).<sup>56</sup>

*Fiscal Impact.* The proposed appendix includes a fiscal impact of \$106,000 for the duration of the agreement due to the following:

- Monthly premiums for maintaining professional certifications and/or licenses. Of note, emergency managers in the Office of Emergency Management would receive a \$100 per month premium compared to \$50 per month received by other positions in this appendix. This is a carryover from the current agreement for emergency managers<sup>57</sup> and not a change in the proposed appendix.

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<sup>55</sup> All employees served by Appendix 10 receive two step increases on January 1st of each year. This is not proposed to change under the Proposed Ordinance.

<sup>56</sup> DES – Facilities Management Division, DES – Fleet Division, DES – Airport Division, DES – Office of Emergency Management, DNRP – Parks and Recreation Division, DNRP – Solid Waste Division, and DLS – Roads Services Division.

<sup>57</sup> Supervisors in the Office of Emergency Management is currently under its own separate agreement. For the CLA, their terms would be incorporated with all the professional and technical supervisors in the County represented by PROTEC17.

- Pay range changes to the Health and Environmental Investigator IV (Range 65 to 68), Security Supervisor (Range 58 to 60), and Supervisor I (Range 58 to 60) positions.

**Appendix 260: WSCCCE, Council 2, Local 1652 – Public Health **\$83,000****

This appendix covers approximately 25 employees in the Medical Examiner's Office in Public Health, including classifications for administrative specialists, fiscal specialists, forensic autopsy technicians, forensic medico death investigators and health program assistants.

The proposed agreement would increase pay ranges for the Forensic Autopsy Technician Lead (from Range 53 to 54), Forensic Medicolegal Death Investigator II (from Range 55 to 56), and Forensic Medicolegal Death Investigator Lead (from Range 56 to 59). The range increases are estimated to cost \$59,000 over the contract period. The agreement also increases the overnight pay premium from 2.5 percent to 5 percent, resulting in an estimated cost of \$24,000. These costs would be supported by the General Fund.

**Appendix 276: WSCCCE, Council 2, Local 2084-S – DAJD **\$82,000****

Appendix 276 to the CLA represents approximately 11 employees who are first line supervisors in the Juvenile Division of the Department of Adult and Juvenile Detention, represented by the Washington State Council and County and City Employees (WSCCCE), Council 2, Local 2084-S.

*Vacation Bidding.* The proposed appendix would allow employees to make up to six vacation bid requests per year, rather than the one request provided in the current contract, which would be approved based on seniority and operational needs.

*New Notice Requirements for Use of Vacation and Compensatory Time.* The proposed appendix would add a new requirement that vacation and compensatory time off requests within seventy-two hours of the start of the shift or during the shift will be reviewed for approval on a case-by-case basis and will not be approved if the requested leave would result in mandatory overtime.

*Holiday Leave and Pay.* The proposed appendix would standardize provisions about working on holidays, stating that employees scheduled on a 24/7 basis would observe certain specified holidays on the actual date the holidays fall, even if on a weekend, and that an employee who works on an observed holiday will receive time and a half pay plus an additional eight hours of regular pay.

*Wage, Education Incentive, and Premium Changes.* The proposed appendix would move the Corrections Supervisors from a unique wage table to the same step on the next closest range on the County's squared table. It would also expand the Education

Incentive to include a one percent premium for AA degrees. The proposed appendix would also add a new four percent premium for field training officers.

**Appendix 030: SEIU Local 925 – DCHS \$81,000**

Appendix 030 to the CLA represents approximately 46 employees in the Department of Community and Human Services (DCHS), including mental health professionals who work as Involuntary Commitment Specialists. Involuntary Commitment Specialists work with law enforcement officers and with other health care providers to evaluate individuals in crisis situations and to implement the state's involuntary commitment statute.

*Increased Shift Differential.* The proposed appendix includes a shift differential increase from \$0.75 per hour to \$1.50 per hour for employees temporarily or regularly assigned to work a night shift (shift that includes midnight) or super swing shift (evening shift immediately preceding the night shift).

*Continued Parking Benefit.* The proposed appendix continues the current parking benefit provided for swing, super swing and night shifts. The appendix also specifies that consideration (research, discussion and negotiation) will continue regarding a proposal to provide employee parking for the late day shift (11:00 am-8:30 pm). According to Executive staff, this language incorporates a prior agreement with the union on parking (in effect since 2017) and does not change current practices or add any new costs that would appear in the fiscal note.

**Appendix 465: Teamsters Local 117, DPD (Supervisors and Managers) \$60,000**

Appendix 465 to the CLA represents 35 managers and supervisors in the Department of Public Defense.

*Supervisors.* The proposed appendix would establish a system to review workload for supervisors that allows for discussion and agreed adjustment if appropriate. The appendix would also add a new classification of Paralegal Supervisor at Range 52. The cost impact of this is \$60,000 and will impact four employees.

*Senior Supervisor.* The proposed appendix would change "Senior Supervisors" to "Managing Attorney Preparation Program Supervisor." The proposed appendix would incorporate the "Managing Attorney Preparedness Program" (MAPP) MOA into the CBA. This program provides for stretch opportunities for senior-level supervisors to learn and prepare for interim or permanent appointment to a managing attorney position (equivalent to a division director position).

**Appendix 272: WSCCCE , Council 2, Local 2084 FM – FMD**

**\$54,000**

Appendix 272 to the CLA represents 7 employees within the Department of Executive Services, Facilities Management Division.

*Fiscal Impact.* The proposed appendix includes a fiscal impact of \$54,000 for the duration of the agreement and includes modification of pay range increases for the following position:

- Custodian (Range 30 to 32)

*Vacation.* The proposed appendix would set a new vacation request deadline of April 1 for vacation periods from May 1 to the following April 30.

**Appendix 011: SEIU Local 925 - WTD**

**\$43,000**

Appendix 011 to the CLA represents 270 employees of the Service Employees International Union Local 925, Wastewater Treatment Division, Department of Natural Resources and Parks.

*Limitations on Work Availability During Lunch and Break Periods.* Language is added confirming that employees are not expected to be available for work purposes during lunch and break periods.

*Wastewater Safety Job Series.* WTD had been utilizing a general safety series designation for two functional series of wastewater safety staff. The agency has worked with the DHR to develop Wastewater-specific job series tailored to the safety work of these positions, creating the Wastewater Safety Administrator and Wastewater Safety Technician series. The agency anticipates transitioning the affected staff to the new series at current rates of pay; no fiscal impact is anticipated.

*Salary Survey.* Appendix 011 includes an attached Memorandum of Agreement (MOA) for a salary survey for some or all of the positions in the bargaining unit.

*Use of Special Duty Assignments for Ongoing Work Assignments.* Appendix 011 includes an attached MOA addressing the use of Special Duty Assignment designation for the Special Operator In Charge (SOIC) job classification. The bargaining unit has expressed concern that the SOIC classification is an ongoing work function, and that incumbents are required to reapply for the designation every three years under the SDA designation. The MOA commits the parties to ongoing discussions on this topic, with the understanding that they will result in recharacterization of some of the SOIC slots as Career Service, but that some of them will remain as Special Duty Assignments in light of the value of SDAs as career growth and development opportunities.

**Appendix 046: PROTEC17 – DLS, DES (Professional and Technical Staff) \$43,000**

Appendix 046 to the CLA represents 25 professional and technical staff in the Department of Local Services (Director's Office, Roads) and Department of Executive Services (Airport, Fleet).

*Inclusion of Records Management Specialist.* The appendix would add Records Management Specialists from the Roads Division.

*Lead worker pay.* The appendix would provide lead worker pay of five percent above base for employees acting in the role of lead.

*Extended probationary time.* The appendix would allow probation periods to be extended to 12 months, though promoted employees will serve a six-month probation and may revert back to former position or a similar one if they don't pass probation in the promotional position.

**Appendix 043: PROTEC17 – Metro Transit \$29,000**

Appendix 043 to the CLA represents 375 professional, technical, and administrative support staff at Metro, including positions such as payroll specialists, administrative support specialists, bus assembly inspectors, engineers, project managers, transportation planners, and technical rail staff.

*Merger of bargaining units.* This appendix would merge employees from Appendix 047 (Metro Administrative Support bargaining unit) and Appendix 043 (Metro Professional & Technical bargaining unit) into a single appendix.

*Inclusion of Bus Assembly Inspectors.* The appendix adds Bus Assembly Inspectors with their own unique terms and conditions, including a five percent out-of-state travel premium.

*Updated layoff and bumping provisions.* The appendix would allow for lateral transfers into vacant positions and would add pre-layoff, reduction-in-force, and recall procedures.

*Establishment of SCADA<sup>58</sup> System Specialist Lead.* The new position would include a five percent training pay premium and a shift bidding process.

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<sup>58</sup> SCADA stands for Supervisory Control and Data Acquisition system.

**Appendix 159: Teamsters Local 117 – WTD**

**\$20,000**

Appendix 159 to the CLA represents 17 employees (managers and assistant managers) of the International Brotherhood of Teamsters Local 117 working in the Wastewater Treatment Division, Department of Natural Resources and Parks.

*Leave Accrual.* To address paid time away from the job, this appendix utilizes the concept of “benefit time”, as well as sick leave. Benefit time combines vacation leave and holiday leave, and allows annual conversion of excess benefit time hours to cash. Benefit time accrual is defined by a Leave Accrual Table that expresses the hourly accrual rate based on the number of months of service. The Leave Accrual Table is adjusted to increase accruals by 16 hours per year to account for the Juneteenth and Indigenous Peoples' Day paid holidays.

*Benefit Time and Sick Leave Accumulation.* Limits on the accumulation of benefit time are established. For employees hired on or after January 1, 2019 but before July 1 2023, the maximum annual accumulated carryover of benefit time is 440 hours; employees with at least 320 hours can convert up to 120 hours to cash, down to a 320 hour balance. For eligible employees hired on or after July 1 2023, the maximum annual accumulation of benefit time is to be 320 hours; excess hours are forfeited, except that up to 80 hours of the hours above 320 hours can be converted to cash once annually prior to forfeiture.

*Financial Services Manager wage range adjustment.* Wage ranges are increased from range 79 to range 80 for the Financial Services Manager position, retroactive to 1/1/2021. The Executive projects a \$20,000 four-year cost for this item.

*Joint Wage Study.* Appendix 159 includes provision for a memorandum of agreement, to be separately executed, for a joint wage study to be completed by March 31, 2023, covering some or all of the positions in the bargaining unit. The results of the study are to be retroactive to January 1, 2023.

**Appendix 066: PROTEC17 – DNRP, DLS, DES (Section Managers)**

**\$19,000**

Appendix 066 to the CLA covers approximately 24 section managers in the Department of Natural Resources and Parks (Solid Waste, Water and Land Resources), Local Services (Permitting and Roads), and Executive Services (Airport and Fleet) that are represented by Professional and Technical Employees Local 17 (PROTEC17). Example classifications in this appendix include but are not limited to: Roads Maintenance Manager (DLS); Strategic Planning Manager (SWD); Operations Manager (DLS, DES); and Finance and Administrative Services Manager (DNRP).

*Wage Range Adjustment.* The proposed appendix would change the wage range for the Manager – Fleet and Warehouse Operations in DES from the current range of 74 to 75. Executive staff indicate there is one employee in this classification and that the increase

was approved because it has similar duties and responsibilities to other classifications in the same bargaining unit.

*Meal Per Diem.* The proposed appendix would grant an employee the daily meal per diem for any day in which that employee is required because of an Executive declared emergency to remain at work in excess of 12 consecutive hours or is required to work in excess of eight hours on a day the employee is not scheduled to work. Executive staff indicate that the parties agreed that this bargaining unit should receive this per diem because the members typically work extended hours through emergencies, and this change would provide parity with another bargaining unit.

**Appendix 463: King County Regional AFIS Guild – KCSO **\$19,000****

Appendix 463 to the CLA represents 51 employees in the Automated Fingerprint Identification System (AFIS) Division of the King County Sheriff's Office. Employees represented under this appendix serve as jail identification technicians who take fingerprints, palm prints and mug shots for individuals booked into King County correctional facilities, tenprint examiners who compare incoming fingerprints with the existing database, information specialists who research arrest information for inclusion on state and federal rap sheets used for criminal investigations, processing technicians who respond to crime scenes and process fingerprint evidence, and latent print examiners who also respond to crime scenes and perform advanced processing techniques in the AFIS lab.

The language in the proposed appendix has been updated to incorporate a previously agreed to MOA pertaining to a wage reopener, modifying the administration of compensatory time cash-outs, vacation staffing, and translation and education premium pay.

*Policies and Procedures Compliance.* The proposed appendix would acknowledge that the bargaining unit has fully negotiated all obligations regarding the Office of Law Enforcement Oversight consistent with County Ordinance 18500 and King County Code 2.75, and further states that management has the right to establish and implement policies and procedures consistent with these laws.

*Vacation Minimum Staffing.* The proposed appendix would update the vacation minimum staffing provisions to provide parameters within which more than one vacation request per shift will be addressed in essential units with minimum staffing requirements.

*Translation Premium.* The proposed appendix would remove a translation premium provision. Executive staff state that this is a largely unused service and premium. The premium was not used in 2021.

*Education Premium.* The proposed appendix would increase the education premium by \$15 monthly for existing employees and eliminate the eligibility for this premium for new hires. Executive staff state that the purpose of this elimination is to establish more equitable hiring practices. Executive staff state that, "the positions in this bargaining unit do not require certain education degrees in order to perform basic functions of the work. Elimination of the premium by phasing it out furthers our goal of equitable pay practices where employees are compensated equitably for the performance of the job rather than education they received, which is unrelated to the requirements of the work." There are currently 39 members of this bargaining group who currently receive an education premium. The cost of the education premium in 2021 was \$18,000, not including retirement and taxes.

*Wages.* The proposed appendix would incorporate a previously agreed to wage reopener MOA signed July 25, 2022 to perform a wage study and use that study to inform whether market adjustments should be made to wage rates. Under this MOA, if the AFIS Guild submits a request on or before March 31, 2023, the parties agree to reopen wage negotiations to commence no later than June 30, 2023.

**Appendix 459: Technical Employees' Association – WTD **\$18,000****

Appendix 459 to the CLA represents 251 employees of the Technical Employees' Association, Staff, Wastewater Treatment Division, Department of Natural Resources and Parks. This bargaining unit is new to the Coalition Labor Agreement process; this appendix represents their initial agreement under that process. All provisions of the CLA, with the exception of Article 43 relating to After Hours Support, are adopted as part of this appendix.

Material changes from the current agreement between the bargaining unit and King County, developed independent of the CLA process, are summarized below.

*Leave Accrual* To address paid time away from the job, this appendix utilizes the concept of "benefit time", as well as sick leave. Benefit time combines vacation leave and holiday leave and allows annual conversion of excess benefit time hours to cash. Benefit time accrual is defined by a Leave Accrual Table that expresses the hourly accrual rate based on the number of months of service. The Leave Accrual Table is adjusted in this appendix to increase accruals by 16 hours per year to account for the Juneteenth and Indigenous Peoples Day paid holidays. For sick leave, the process for calculating the sick leave hours to be awarded is described.

*Benefit Time and Sick Leave Accumulation* Limits on the accumulation of benefit time for new employees are established. For eligible employees hired on or after July 1 2023, the maximum annual accumulation of benefit time is to be 320 hours; excess hours are forfeited, except that up to 80 hours of the hours above 320 hours can be converted to cash once annually prior to forfeiture.

*Technical Skills Certification* Compensation for certifications in disciplines applicable to their employment are paid at \$50 per month per certification up to a maximum \$100/month. The list of eligible certifications is expanded to include:

- American Society of Plumbing Engineers Plumbing Design Certification;
- International Right of Way Association designations Certification is authorized for employees in Real Property and Water Quality Project Program Manager classifications where job-related;
- Certification by the Association for Material Protection and Performance, and Society for Protective Coatings
- One of listed specialties of International Right of Way Association, including Specialist of Industry credentials (Oil and Gas, Electric and Utility; Transportation; Generalist). Specialties:
  - Appraisal Certification;
  - Asset/Property Management Certification;
  - Negotiation and Acquisition Certification;
  - Relocation Assistance Certification;
  - Uniform Act Certification;
  - Appraisal Cross Certification.
- Design Build Institute of America (DBIA);
- LEED to include Envision Sustainability Professionals for specified employment units;
- Plumbing Design Certification, American Society of Plumbing Engineers.

The Executive indicates that these additional certifications are assumed to have de minimis cost effect.

*Joint Wage Study* Appendix 459 includes, as Addendum B, a memorandum of agreement for a joint wage study to be completed by March 31, 2023, covering the Wastewater Construction Manager Series (Levels I-V). The results of the study are to be retroactive to January 1, 2023.

**Appendix 048: PROTEC17 – Multiple Departments (IT employees) \$17,000**

Appendix 048 to the CLA covers approximately 316 non-supervisor IT position in KCIT, DES, DCHS, DJA, and Elections that are represented by Professional and Technical Employees Local 17. Example classifications in this CBA include but are not limited to: Applications Developer; Database Administrator; Desktop Support Specialist; GIS Specialist; IT Project Manager I/II; Website Developer.

*GWI and Y-Rating.* According to Executive staff, in 2018, the County bargained the Career Progression and Classification Project and as part of that negotiation agreed that employees might be "Y-rated," meaning that their salary is frozen at the current level in the event they're reclassified to a lower paid classification. The appendix would allow employees who might be Y-rated to receive their GWI until 2025, which is when

the appendix expires. Executive staff indicate that this gives bargaining unit members the reassurance of GWI for the life of the contract given that their future wages as negotiated under the classification project have yet to be determined.

*Miscellaneous.* The proposed appendix would also:

- Clarify after hours support and standby practices;
- Establish a Joint Union Management Employee Development Committee where the parties agree to discuss training systems and skills gaps; and
- Add language about legally required background checks required for accessing Department of Adult and Juvenile Detention and King County Sheriff's Office data and the process for assigning access to employees.

**Appendix 446: King County Maritime Coalition – Metro Marine Division     \$14,756**

Appendix 446 to the CLA represents 32 staff members in Metro's Marine Division. This bargaining unit joined the Coalition in 2019.

*Bump-up Captains.* The appendix would incorporate and modify a memorandum of agreement addressing licensure, training, and pay for bump-up Captains (deckhand with a Captain's license that can operate the water taxi).

**Appendix 447: PROTEC17 – DCHS     \$14,000**

Appendix 447 to the CLA represents approximately 23 employees in the Finance and Administration section of the Department of Community and Human Services (DCHS), including business finance officers, fiscal specialists and contract specialists.

*Trial Service Period.* The proposed appendix provides that all regular employees promoted or transferred to a classification within the bargaining unit shall serve a six-month trial service period, and further provides that an employee who does not successfully complete the trial period may be restored to their former position (or similar vacancy/open position) at the discretion of the former appointing authority.

*Step Progression - Exception.* The proposed appendix specifies that current employees will regain eligibility for Merit Over the Top (MOT) pay per PERC Decision 13285 – PECB (January 7, 2021), but that new/future employees who have joined the bargaining unit on or after February 12, 2020, will continue to be ineligible for MOT pay.

*Alternatives to Layoff Provisions.* The proposed appendix adds language regarding alternatives to layoff and recall provisions relating to notification, internal department transfers, voluntary demotion, and volunteer reduction in force (when RIF is initiated), and elimination of temporary employment assignment consideration (prior to laying off Career Service Employees).

*Executive Leave.* The proposed appendix allows for benefit eligible salaried employees to be granted up to ten days of executive leave in a calendar year, which cannot be cashed out or carried over to the following year if unused.

**Appendix 220: Teamsters Local 763 – Department of Assessments \$12,000**

Appendix 220 to the CLA represents 123 employees of the Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 working in the Department of Assessments (DOA). This appendix covers DOA employees in multiple classifications:

- Appraiser - Assistant
- Appraiser - Senior
- Assessments Analyst
- Assessments Auditor
- Auditor Appraiser I
- Auditor Appraiser - Assistant
- Auditor Appraiser - Senior
- Commercial Appraiser I
- Commercial Appraiser II
- Current Use Evaluation Specialist
- GIS Specialist - Entry
- GIS Specialist - Journey
- Mapping Unit Supervisor
- Residential Appraiser I
- Residential Appraiser II

According to Executive staff, there are fifteen vacancies and on August 8, 2022, the department will hire for twelve positions and the other three vacancies are pending final recruitment.

*Hours of Work.* The proposed appendix would amend the hours of work provisions to allow employees that are currently assigned a four-day workweek schedule to retain a four-day workweek schedule for the remainder of the collective bargaining agreement, unless business or operational needs requires an employee to return to a five-day work week. The proposed appendix also includes a new hours of work provision (Article 6.8) that will allow the County to establish new work schedules (days of work, hours of work) and/or work locations, as long as the union is given a written notice in advance, except in the case of an emergency, and the union will be allowed to bargain the impacts or decision, to the extent required by law.

**Appendix 212: PSEU – KCSO (Communication Specialists Supervisors) \$10,000**

Appendix 212 to the CLA represents approximately 9 Communication Specialist Supervisors in the King County Sheriff's Office.

*Education Premium.* The proposed appendix would establish an education premium of \$45 per month for qualified employees with an associate's degree, \$55 per month for a bachelor's degree and \$65 per month for a master's degree.

*Step Increase no longer Conditional upon Performance Appraisals.* The proposed appendix would grant step increases automatically without considering performance appraisals.

*Office of Law Enforcement Oversight (OLEO).* The proposed appendix would adopt the King County Police Officers Guild (KCPOG) 2017-2021 agreement regarding OLEO's powers and authorities. According to the Executive, there are essentially three buckets that the KCSO bargaining units in the proposed CLA fall under regarding OLEO:

1. Those who agreed to adopt the KCPOG 2017-2021 Agreement on OLEO,
2. Those who agreed to follow current code and policy provisions on OLEO, and
3. Those who agreed to adopt what KCPOG adopts in the future whether through bargaining or by arbitration.

This bargaining unit were not agreeable to allow KCPOG to determine their future working conditions. Therefore, any future changes regarding OLEO beyond what is included in the 2017-2021 KCPOG agreement, including OLEO's subpoena power, would need to be negotiated separately.

**Appendix 448: PROTEC17 – DCHS \$6,000**

Appendix 448 to the CLA represents approximately 157 employees in the Department of Community and Human Services (DCHS), including project program managers, communications specialists, educator consultants, statistician, engineers and business and financial officers (outside of the Business and Finance Section). This is a new/first collective bargaining agreement (CBA),<sup>59</sup> so every provision is considered a material change since all the text is new.

The proposed appendix, like other CBAs, covers employment conditions and provisions including employee and management rights, wages and hours of work, holidays and vacation time, and layoff and hiring considerations and processes. As indicated by Executive staff, the current wage ranges remain unchanged for all classifications, which

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<sup>59</sup> Addendum C to Appendix 448 notes that this collective bargaining unit was certified by the Public Employment Relations Commission on May 5, 2020, and the parties subsequently, during the collective bargaining process to establish a first contract, agreed that this bargaining unit would be covered by the CLA.

are based on the King County Salary schedule and provided in a table at the end of the appendix. Lastly, of note, the appendix includes a step progression exception, whereby bargaining unit members (as of the implementation date of this agreement) will continue to be eligible to earn Merit Over the Top (MOT) pay, while new/future members will not be eligible for MOT.

**Appendix 050: PROTEC17 – Superior Court (Court Reporters)** **\$5,000**

Appendix 050 to the CLA represents approximately six court reporters in King County Superior Court. These employees take notes of court proceedings and may also provide real-time translation to litigants, witnesses, jurors, or other participants in court proceedings as directed by Superior Court.

*Reimbursement Increase and Remote Software Reimbursement.* Addendum A to the proposed appendix increases the reimbursement rate for general real time reporting capabilities up to \$1,000 annually subject to conditions. Remote work software reimbursement is set at \$400 per calendar year subject to management approval.

The proposed appendix also sets the number of union stewards needed during contract negotiations at two; previously it was three.

**Appendix 055: PROTEC17 – OEM** **\$4,000**

Appendix 055 to the CLA represents 14 employees of the Professional and Technical Employees Union Local 17, Department of Executive Services, Office of Emergency Management (OEM). This appendix covers OEM employees in three classifications: Emergency Management Program Assistant, Coordinator, and Program Manager. Of the 14 employees covered by this appendix, 10 are regular employees and 4 are TLT. Note that 2 positions are currently vacant that would be covered by this appendix, which would bring the total employees covered to 16.

*Professional Association Membership.* The proposed appendix would require OEM to pay the annual membership fee for any employee who wishes to be a member of the Washington State Emergency Management Association (WSEMA) or the International Association of Emergency Management (IAEM). Note that OEM would only pay for one Association Membership. Previously, employees were reimbursed for membership to WSEMA, but not for IAEM. Executive staff indicate that there is little to no cost impact anticipated over the term of the agreement, as employees were previously reimbursed for WSEMA membership. The anticipated fiscal impact for this change is \$4,000.

**Appendix 020: PSEU – DJA (Superior Court Clerks)** **\$--**

Appendix 020 to the CLA represents approximately 15 clerk positions in the Department of Judicial Administration that support Superior Court operations. No significant changes are proposed and no fiscal impact is anticipated.

**Appendix 021: PSEU – DJA (Legal Administrative Specialists)**

**\$--**

Appendix 021 to the CLA represents approximately 104 legal administrative specialists in the Department of Judicial Administration (DJA) which serves as the Clerk for Superior Court. This appendix covers new clerk positions in DJA who staff and support operations and provide clerical, customer service, administrative support, and courtroom clerk coverage throughout the Clerk's Office.

*Probationary Period and Step Progression.* The proposed appendix states that Legal Administrative Specialists I and II shall have a six-month probationary period that may be extended up to one year consistent with King County Code. Employees in the Legal Administrative Specialist III classification will have a one-year probationary period. Successful completion of these probationary periods will trigger a step increase for all three classifications.

**Appendix 035: OPEIU Local 8 – Department of Assessments**

**\$--**

Appendix 035 to the CLA represents 43 employees of the Office and Professional Employees International Union, Local 8, Department of Assessments (DOA). This appendix covers DOA employees in multiple classifications that include:

- Abstract Technician
- Administrative Office Assistant
- Administrative Specialist
- Customer Service Specialist
- Fiscal Specialist
- Technical Information Processing Specialist

*Makeup Time.* The proposed appendix would add (Article 5.5.c) new makeup time provisions to align with language used in another Department of Assessments bargaining unit (Local 763, Appendix 220). The provision would allow employees to make up missed time (due to inclement weather or observance of religious holidays) on the employee's scheduled Friday/Monday off in lieu of using paid leave time, provided that all of the following conditions are satisfied:

- 1) the time is made up within the next two (2) full weeks;
- 2) supervision will be available without special scheduling; and
- 3) the hours being made up do not result in overtime pay for the employee.

Executive staff indicate that there are no anticipated cost impacts around these changes.

**Appendix 037: OPEIU Local 8 – Public Health (Dental)**

**\$--**

This appendix covers approximately 30 dental assistants and dental hygienists at public health centers and Jail Health Services represented by Office and Professional Employees International Union (OPEIU), Local 8. No significant changes are proposed and no fiscal impact is anticipated.

**Appendix 038: OPEIU Local 8 – Public Health and DCHS**

**\$--**

This appendix covers one employee in the Public Health Prevention Division and seven employees in the DCHS Behavioral Health and Recovery Division all represented by Office and Professional Employees International Union (OPEIU), Local 8. Classifications in this bargaining unit include administrative specialists, project/program managers, and chemical dependency case monitors, involuntary commitment specialists and transfer drivers. No significant changes are proposed and no fiscal impact is anticipated.

**Appendix 040: PROTEC17 – DES, DNRP, DLS**

**\$--**

Appendix 040 to the CLA represents 386 staff who work in the Department of Executive Services (Facilities Management Division, Finance & Business Operations Division, Airport, Records & Licensing Services), Department of Natural Resources & Parks (Director's Office, Parks, Water & Land Resources Division, Solid Waste Division), and Department of Local Services (Permitting, Roads) in a variety of professional and semi-professional positions, ranging from project managers to environmental scientists, code enforcement officers, and administrative support positions.

*Step increase timing.* The appendix would set step increases for the Facilities Management Division (FMD) employees in this bargaining unit to January 1.

The fiscal note assumes minimal or no cost for this appendix.

**Appendix 080: WSCCCE, Council 2, Local 21 – DAJD**

**\$--**

Appendix 080 to the CLA represents approximately 45 employees who provide essential professional and support services to the Department of Adult and Juvenile Detention (DAJD), represented by the Washington State Council and County and City Employees (WSCCCE), Council 2, Local 21.

*New Notice Requirements for Use of Vacation Leave.* The proposed appendix would add a new requirement that vacation requests within seventy-two hours of the start of the shift or during the shift will be reviewed for approval on a case-by-case basis and will not be approved if the requested leave would result in mandatory overtime.

*Holiday Leave and Pay and Union Leave.* The proposed appendix would standardize provisions about working on holidays, stating that employees assigned to a “mission critical 24/7 work group” would observe certain specified holidays on the actual date the holidays fall, even if on a weekend, and that an employee who works on an observed holiday would receive time and a half pay plus the employee’s choice of an additional eight hours of regular pay or an additional eight hours of vacation leave. The proposed appendix would also include changes to the way the union leave bank is maintained and provide additional clarity about union leave notification requirements.

*Mandatory Overtime.* The proposed appendix would clarify that management will determine the number of overtime posts, and states that mandatory overtime is required when management determines an “operational necessity” exists, rather than an “emergency” as contained in the current contract. The proposed appendix would add a requirement for management to provide the union with a documented reason why mandatory overtime is needed.

**Appendix 153: Teamsters Local 117 – Metro Capital Division** **\$--**

Appendix 153 to the CLA represents seven staff members in Metro’s Capital Division. *Modification of existing classification series.* The appendix would modify the existing classification services to include newly named and new descriptions for classifications of Capital Unit Managers and Transit Capital Supervisors.

Voluntary payroll deduction option for political contributions. The appendix would allow for voluntary payroll deductions for the Democratic, Republican, Independent Voter Education (DRIVE) program.

Automatic Vehicle Location (AVL) policy. The appendix would add an AVL policy as previously described.

The fiscal note assumes minimal or no cost for this appendix.

**Appendix 191: PSEU, Non-Commissioned H7 – DAJD** **\$--**

Appendix 191 to the CLA represents approximately 73 employees in the Department of Adult and Juvenile Detention, including Community Correction Caseworkers, Fiscal Specialists, Corrections Technicians, and Administrative Support Personnel, represented by the Public Safety Employees Union (PSEU), Non-Commissioned.

*New Notice Requirements for Use of Vacation and Compensatory Leave.* The proposed appendix would add a new requirement that vacation and compensatory leave requests within seventy-two hours of the start of the shift or during the shift will be reviewed for approval on a case-by-case basis and will not be approved if the requested leave would result in mandatory overtime.

*Holiday Leave and Pay.* The proposed appendix would standardize provisions about working on holidays, stating that employees scheduled on a 24/7 basis would observe certain specified holidays on the actual date the holidays fall, even if on a weekend, and that an employee who works on an observed holiday will receive time and a half pay plus the employee's choice of an additional eight hours of regular pay or an additional eight hours of vacation leave.

*Mandatory Overtime.* The proposed appendix would change how mandatory overtime is assigned to rotate mandatory overtime through the work group according to reverse seniority.

*Step Increase after Probation.* The proposed appendix would require successful completion of probation prior to an employee receiving their first step increase.

**Appendix 192: PSEU – DCHS (Social Service Professionals) \$--**

Appendix 192 to the CLA represents approximately 39 employees in the Department of Community and Human Services (DCHS), including Social Workers and social services professionals.

*Minimum Probationary Period for New/Reinstated Employees.* The proposed appendix identifies a minimum probationary period of six months for all new and reinstated career service employees from the date of their appointment (maximum probationary period of one-year is unchanged).

**Appendix 273: WSCCCE, Council 2, Local 2084-SC – Superior Court \$--**

Appendix 273 to the CLA represents approximately 70 employees in Superior Court serving as administrative specialists and fiscal specialists providing support to the Juvenile Court; and juvenile probation counselors, who assess, supervise, and counsel clients involved in the juvenile justice system.

*Incentive payment for schedule transition.* The proposed appendix extends the deadline to December 31, 2024, for a one-time \$2,000 incentive payment for employees who voluntarily transition from a compressed 5/4 schedule to a normal 40-hour workweek of 8 hours per day if it is approved by the Court. The previous deadline was December 31, 2020.

*Administrative Specialist body of work.* Addendum B to the proposed appendix states an agreement with the Court to review the current body of work performed by employees in the Administrative Specialist classifications by October 28, 2022, to determine whether these employees are appropriately classified.

**Appendix 296: King County Juvenile Detention Guild – DAJD**

**\$--**

Appendix 296 to the CLA represents approximately 23 non-supervisory employees in the Juvenile Division of the Department of Adult and Juvenile Detention, represented by the King County Juvenile Detention Guild. The employees in this bargaining unit include Administrators, Community Corrections Placement and Surveillance Specialists, Medical Assistants, Cooks, Purchasing Specialists, and Training and Volunteer Coordinators.

*New Coalition Appendix.* The proposed appendix would be new to the CLA as this bargaining unit was not previously a participant in the Master Labor Agreement. The proposed appendix would supersede CLA provisions regarding personnel files, holiday observance, vacation leave caps and dates of hire, and work out of class (in part).

*Assigning Work Schedules and Shift Bidding.* The proposed appendix would add a provision that allows management to change work schedules and starting times to fill essential vacancies that are not able to be filled through the open bid process, and requiring two weeks' notice of changes. Additionally, the appendix would adjust the annual shift bidding process to include some exceptions to filling vacancies by seniority, including impacts on overtime, and accommodating employee restrictions. The proposed appendix also makes changes to the vacation bidding process and assignment of mandatory overtime. Mandatory overtime would be assigned in a rotation according to reverse seniority.

*Tuition Reimbursement.* The proposed appendix would add additional subjects for which employees could receive educational reimbursement beyond criminal justice, which would include human services, psychology, sociology, nursing, education, food services, or child and/or adolescent development.

**Appendix 330: PSEU – DAJD (Management)**

**\$--**

Appendix 330 to the CLA represents approximately 10 employees who are managers in the Department of Adult and Juvenile Detention, represented by the Public Safety Employees Union.

*Holiday Leave and Pay and Step Increases.* The proposed appendix would standardize provisions about holiday pay and step increases.

*Tuition Reimbursement.* The proposed appendix would add a new tuition reimbursement provision similar to those provided to other DAJD bargaining units. The new provision would include time in service requirements both before and after the reimbursement.

**Appendix 352: Teamsters Local 117 – KCSO (Security Screeners)** **\$--**

Appendix 352 to the CLA represents approximately 29 Security Screeners who work at the King County Sheriff's Office.

*Training Premium.* The proposed appendix would provide a 5% training premium to employees who are assigned to train one-on-one for one full day(s) under specified conditions.

*Office of Law Enforcement Oversight (OLEO).* The proposed appendix would adopt the King County Police Officers Guild (KCPOG) 2017-2021 agreement regarding OLEO's powers and authorities. According to the Executive, there are essentially three buckets that the KCSO bargaining units in the proposed CLA fall under regarding OLEO:

1. Those who agreed to adopt the KCPOG 2017-2021 Agreement on OLEO,
2. Those who agreed to follow current code and policy provisions on OLEO, and
3. Those who agreed to adopt what KCPOG adopts in the future whether through bargaining or by arbitration.

This bargaining unit were not agreeable to allow KCPOG to determine their future working conditions. Therefore, any future changes regarding OLEO beyond what is included in the 2017-2021 KCPOG agreement, including OLEO's subpoena power, would need to be negotiated separately.

**Appendix 430: PSEU – KCTV** **\$--**

Appendix 430 to the CLA represents 3 King County TV (KCTV) employees represented by PSEU (Public Safety Employees Union). There are no notable changes in the proposed appendix.

**Appendix 454: Teamsters Local 117 – Council (Legislative Analysts)** **\$--**

Appendix 454 to the CLA represents 19 employees serving as Legislative Analysts to the King County Council. The CLA notes that the Legislative Analyst bargaining unit has the authority to negotiate the CLA provisions that govern hours and working conditions separate from the CLA.

*Legislative Analyst wage rate.* The proposed appendix would increase the wage range for the Legislative Analyst position from Range 62 to Range 65.

*Legislative Assistant.* The Legislative Assistant position is removed from the wage table in the proposed appendix as the position is unused.

No fiscal impact is anticipated with these changes.

**Appendix 456: Teamsters Local 117 – Multiple Departments**

**\$--**

Appendix 456 to the CLA covers approximately 100 information technology managers and supervisors in the King County Department of Information Technology, Department of Executive Services, and other Executive branch agencies that are represented by Teamsters Local 117. Example classifications include but are not limited to: IT Manager; IT Services Supervisor, Customer Success Manager; IT Project Manager-Senior; Principal Technology Strategist. The proposed appendix would add new language in the following areas:

- Clarifying how the data produced by the Automatic Vehicle Location system may and may not be used for employee discipline;
- The County agrees to deduct voluntary contributions from employee paychecks for Democratic, Republican, Independent Voter Education (D.R.I.V.E. program); and
- Establish a bimonthly Labor Management Committee dedicated to exploring opportunities to improve the standby, escalation, and after-hours support process and consider alternatives to on-call rotations. The proposed language states that the parties agree to reopen this article should there be significant modifications to these processes resulting from the LMC discussions. According to the proposed appendix, CLA Article 33 concerning After Hours Support does not apply to this bargaining unit.

**Appendix 458: WSCCCE, Council 2, Local 2084-SC - Superior Court**

**\$--**

Appendix 458 to the CLA represents 14 employees in Superior Court who work as attorneys and specialists in the Court Appointed Special Advocates (CASA) Program serving children who have allegedly been abused or neglected. This appendix adds a leave provision for FLSA-exempt employees who are required to work on Indigenous Peoples' Day to receive a deferred holiday of seven hours added to their vacation bank. The appendix applies the Superior Court Performance Appraisal Merit Increase Table to the members under this agreement and not the CLA 29.4 step progression structure.

**Appendix 464: PSEU – KCSO (Non-Commissioned Professional Employees)**

**\$--**

Appendix 464 to the CLA represents approximately 27 non-commissioned professional supervisors in the King County Sheriff's Office.

*Office of Law Enforcement Oversight (OLEO)*. The proposed appendix includes language which would stipulates that this bargaining unit will agree to accept the terms, conditions and any standardized impacts agreements that the County bargains with the King County Police Officers Guild (KCPOG) to be approved in a future ordinance or as determined by an arbitrator pursuant to RCW 41.56.450 for the KCPOG collective bargaining agreement.

Appendix 12 to the CLA represents 241 employees within the Departments of Natural Resources and Parks, Local Services, and Executive Services.

*Fiscal Impact.* The proposed appendix includes a negative fiscal impact of \$501,000 for the duration of the agreement. According to Executive staff, a component of the negative fiscal impact is an estimated \$300,000 in annual savings expected due to changes in contract language making it unnecessary for DLS and Roads to contract for snowplow services during snow events.

*Compensation:* The proposed appendix includes modification of pay range increases for the following positions:

- Sign and Marking Specialist I (Range 44 to 45)
- Sign and Marking Specialist II (Range 47 to 48)
- Sign and Marking Specialist Lead (Range 51 to 52)
- Transfer Station Operator (Range 47 to 48)
- Truck Driver I (Range 44 to 45)
- Truck Driver II (Range 47 to 48)
- Truck Driver III (Range 48 to 49)
- Tipper Worker I (Range 35 to 36)

Additionally, the following changes are proposed for lead and training pay:

- Lead compensation: increased from 7.5% to 10%, prospectively implemented.
- Training compensation: increased from 5% to 10%, implemented retroactively to May 1, 2022.

Finally, third shift differential pay is proposed at 15% and would be paid for actual hours worked prior to 6:00 a.m. when a covered employee is assigned a shift extension.

*Hazardous Material Endorsement.* The proposed appendix would provide covered employees who are required to have a Hazardous Materials Endorsement with a \$70 per month endorsement premium. Additionally, Truck Drivers and Sign & Marking Specialists who have a Hazardous Materials Endorsement would be paid a 2.5% premium for all hours of a day in which they are assigned to driving a fuel truck (Solid Waste Division) or the striping truck (Roads) and performing striping duties including the transport of paint.

*Vacation.* The proposed appendix would set a maximum on percentage of any work group that can be on vacation at the same time:

- Transfer Station Operators: 8.5%.
- Truck Driver III's: 8.5%.
- Scale Operators: 8.5%.

- Tipper Worker 1's: One employee off at any time

Rejected Appendices. Of the 65 bargaining units represented by the Coalition, three rejected their contracts. These contracts were not transmitted with the CLA and will come before Council at a later date. Note, these bargaining units are not eligible for any specific general wage increase amounts at this time, as the overall economic package for these groups is subject to continued bargaining. Therefore, costs for these appendices are not included in the fiscal note for the proposed ordinance.

**Appendix 042: PROTEC17 Transit Chiefs** **\$TBD**

Appendix 042 to the CLA represents 106 Metro Transit Chiefs. The bargaining unit voted in late June to reject ratification. Because the bargaining unit is eligible for interest arbitration, King County must mediate the agreement and potentially begin binding arbitration. Office of Labor Relations staff indicate that the bargaining unit has indicated that mediation will be requested. Because this process can be lengthy, the CLA was transmitted without this appendix.

**Appendix 044: PROTEC17 Metro Transit Superintendents** **\$TBD**

Appendix 044 to the CLA represents 53 Metro Transit Superintendents. The bargaining unit voted in late June to reject ratification. Because the bargaining unit is eligible for interest arbitration, King County must mediate the agreement and potentially begin binding arbitration. Office of Labor Relations staff indicate that the bargaining unit has indicated that mediation will be requested. Because this process can be lengthy, the CLA was transmitted without this appendix.

**Appendix 090: WSCCCE, Council 2, Local 21DC – District Court** **\$TBD**

Appendix 090 to the CLA represents 161 employees of King County District Court in three classifications: Legal Administrative Specialist III (formerly District Court Clerk), Communication Clerk, and Fiscal Clerk. According to executive staff, this contract was voted down by membership due to concerns regarding the non-represented employee wage adjustments that occurred in District Court around May 2022; members of the bargaining unit felt that the County had not provided an equitable adjustment to represented employee classification wages. The parties plan to return to the bargaining table with this group soon and there will be no changes to the current contract until a tentative agreement is met.

*Fiscal Impact of the 2021-2024 Coalition Labor Agreement.* The fiscal impact of the 2021-2024 Coalition Labor Agreement is detailed in the Executive's fiscal note for Proposed Ordinance 2022-0311 (Attachment 2 to this staff report) and summarized in Table 5 below. Note, the 2022 totals also include the 2021 CLA costs accounting for the retroactive payment of the 2021 general wage increase.

**Table 5. Fiscal Impact of the 2021-2024 CLA**

<b>Expense Type</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Wages and Overtime	\$39,035,000	\$24,488,000	\$25,400,000
CLA Sliding Scale Bonus	\$21,094,000		
Taxes and Retirement	\$10,763,000	\$4,423,000	\$4,564,000
Professional Development Fund	\$150,000		
<b>Increase from Previous Year</b>	<b>\$71,042,000</b>	<b>\$28,911,000</b>	<b>\$29,964,000</b>
<b>Ongoing from Prior Years</b>	<b>-</b>	<b>\$38,005,000</b>	<b>\$66,845,000</b>
<b>Total Cumulative Increase</b>	<b>\$71,042,000</b>	<b>\$66,916,000</b>	<b>\$96,809,000</b>
<b>Total Cumulative Increase over 2021-2024</b>			<b>\$234,767,000</b>

In addition to the general wage increases provided each year, the estimated fiscal impact also assumes:

- \$21.10 million for the one-time sliding scale bonus, paid out in 2022;
- \$16.04 million for the appendices as a result of small table bargaining;
- \$450,000 for the Professional Development Fund;<sup>60</sup> and
- \$71,000 for the one-time \$500 parking payment to CFJC employees, paid out in 2023 from the General Fund.<sup>61</sup> Note, the fiscal note does not account for potential revenue increases as a result of establishing a parking fee at the CFJC parking facility.

As noted earlier, Executive staff state that while savings and increased efficiencies are captured in the CLA in several ways, the actual fiscal effect of these changes is unquantifiable and not included in the fiscal note. Additionally, the fiscal note does not include costs, such as general wage increases, for the three bargaining units that rejected their contract.

The total fiscal impact of the Coalition Labor Agreement, if approved by Council, would be approximately \$234.8 million over the four-year term. Of that total, \$66.4 million (28.3%) would be payable from the General Fund. The remainder of the costs would come from the other funds listed in the fiscal note.

As discussed below, the Executive has also transmitted a supplemental appropriations ordinance that would, among other things, fund elements of the CLA not previously included in the 2021-2022 biennial adopted budget. The negotiated wage rates for 2023 and 2024 will be incorporated into the Executive's 2023-2024 Proposed Budget;

<sup>60</sup> The initial cost of \$150,000 for 2022 is shown in the table; the \$150,000 for each additional year is accounted for in the "Ongoing from Prior Years" total.

<sup>61</sup> This estimated cost assumes all employees covered by Appendices 273, 276, 296, and 458 plus 10 employees in Appendix 027 would qualify for the parking payment.

however, Executive staff note that given the revenue constraints of many County funds, including the General Fund, these rates are not sustainable beyond the 2023-2024 biennium absent new sources of revenue or significant future budget reductions. To plan for this, the Office of Performance, Strategy, and Budget says that it will continue to work with Executive agencies to find ways to deliver services more efficiently wherever possible, but that if the County does not get meaningful new revenue, the only option for some funds, including the General Fund, will be large service and staffing cuts no later than the 2025-2026 biennial budget.

**Supplemental Budget Appropriations Ordinance.** Proposed Ordinance 2022-0312 would make a net supplemental appropriation for the 2021-2022 biennium of \$59.5 million, of which \$26.9 million would be supported by the General Fund. Approximately \$38.7 million of this appropriation would support the provisions of the CLA including the GWI for 2021 and 2022 (see Table 1) and the one-time sliding scale bonus to be paid out in 2022 (see Table 2).

In addition to supporting the provisions of the CLA, approximately \$20.8 million of the supplemental appropriation would support several previously adopted wage and benefit agreements with several different employee groups including:

1. GWI for 2022 for non-represented employees as well as the retention bonus and sliding scale bonus for non-represented employees.<sup>62</sup> On December 22, 2021, the Council approved a 4.454% general wage increase for 2022. In the same action, the Council also approved a one-time retention bonus which would include 1.5% percent payable to employees who remain employed on April 30, 2022; and an additional tiered retention bonus payable to employees who continue to be employed through November 30, 2022 which is identical to the tiered retention bonus offered to employees covered by the CLA (see Table 2).
2. Corrections Captains collective bargaining agreement.<sup>63</sup> On March 22, 2022, the Council approved a collective bargaining agreement with Uniformed Command Association covering the Corrections Captains from 2021-2024 with at 1.5% GWI increase in 2021 (paid retroactively) and GWI increases of 3% for each year thereafter through 2024.
3. Detention Officers collective bargaining agreement.<sup>64</sup> On March 22, 2022, the Council approved a collective bargaining agreement with the Juvenile Detention Guild covering Juvenile Detention Officers from 2021-2024 with a 1.5% GWI increase in 2021 (paid retroactively) and GWI increases of 3% for each year thereafter through 2024.

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<sup>62</sup> Ordinance 19380

<sup>63</sup> Ordinance 19416

<sup>64</sup> Ordinance 19415

4. Retention bonuses for King County Corrections Officers.<sup>65</sup> On May 24, 2022, the Council approved retention bonuses for Corrections Officers of \$4,000 on the condition that the officers remain employed through April 30, 2023 or retire with 45 days notice after January 1, 2023.
5. Reclassification agreement for employees in the King County Department of Information Technology (KCIT).<sup>66</sup> On July 19, 2022, the Council approved a memorandum of agreement to reclassify managers and supervisors in KCIT to complete a reclassification process started in 2018.
6. Revisions to the Indigenous Peoples' Day appropriation based on updated overtime estimates; and
7. Additional overtime pay for the Department of Adult and Juvenile Detention from January 25, 2022 to March 25, 2022 to encourage voluntary overtime.

Table 6 lists the supplemental appropriation requests by category.

**Table 6. Appropriation Request by Category (P.O. 2022-0312)**

Category	2022 Expense
CLA 2021 – Retro payment of 1.5% GWI	\$5,781,000
CLA 2022 – GWI, Bonus, Professional Development and Appendices	38,740,000
Non-Represented Employees GWI 2022 and Bonuses	\$19,498,000
Corrections Captains CBA	\$151,000
Juvenile Detention Officers CBA	\$731,000
Corrections Officers Retention Bonus	\$1,812,000
KCIT Reclassification Agreement	\$204,000
Revisions to the Indigenous People’s Day Appropriation	\$490,000
DAJD Overtime	\$978,000
Taxes and Retirement	\$8,995,000
<i>Less 2022 GWI included in 2021-2022 Budget</i>	<i>(\$17,882,000)</i>
<b>Total</b>	<b>\$59,498,000</b>

<sup>65</sup> Ordinance 19444

<sup>66</sup> Ordinance 19469

## **AMENDMENTS**

The sponsor has directed staff to draft an amendment to Proposed Ordinance 2022-0311 that would update the protected classes listed under CLA Article 39 (Equal Employment Opportunity) to mirror King County Charter Section 840, as agreed to by the Office of Labor Relations and the Coalition Co-Chairs. As transmitted, CLA Article 39 related to anti-discrimination does not include several classes that the Charter requires be protected in county employment and contracting: family caregiver status, gender identity or expression, and 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. Note that marital status and ancestry were included in the transmitted CLA but are not included in the Charter language.

There is also a technical amendment to Proposed Ordinance 2022-0311 that would replace the agreement between King County and the Joint Crafts Council, Construction Crafts (Appendix 350) with a corrected version. The new version adds a signature that was missing in the originally transmitted document.

## **INVITED**

- Megan Pedersen, Director, Office of Labor Relations
- Angela Marshall, Interim Deputy Director, Office of Labor Relations
- Denise Pruitt, Chief of Policy & Legislation, Department of Human Resources
- Dwight Dively, Director, Office of Performance, Strategy and Budget

## **ATTACHMENTS**

1. Transmittal Letter for Proposed Ordinance 2022-0311
2. Fiscal Note for Proposed Ordinance 2022-0311
3. OLR Comparison of the CLA to LP 2020-004
4. Transmittal Letter for Proposed Ordinance 2022-0312
5. Fiscal Note for Proposed Ordinance 2022-0312



## King County

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July 26, 2022

The Honorable Claudia Balducci  
 Chair, King County Council  
 Room 1200  
 C O U R T H O U S E

Dear Councilmember Balducci:

I am pleased to transmit to you King County's new successor agreement to the 2018-2020 Master Labor Agreement. If enacted, this proposed Ordinance, referred to as the Coalition Labor Agreement (CLA), would further standardize practices and procedures, and apply equitable collective bargaining agreement (CBA) provisions to employees in the King County Coalition of Unions. This CLA, negotiated with the Coalition of Unions, covers the period of January 1, 2021, through December 31, 2024.

The result of this collaboration between King County and the Coalition achieves efficiencies, advances equity, and acknowledges the dignity and worth of County employees and the important role of unions. This CLA impacts approximately 6,600 County employees in 26 labor unions and 62 individual bargaining units. Ratification of the CLA will enable the County to achieve efficiencies and cost savings and advance County "Investing in You" priorities and goals, including becoming a pro-equity employer. It provides a sustainable and fair economic package; acknowledges the challenges of working during the ongoing global COVID-19 pandemic; and reflects responsible stewardship of public funds. The proposed CLA fulfills these objectives through:

**1. Efficiencies and Cost Savings:** CLA articles apply to individual Coalition bargaining units, which streamlines practices and procedures that apply to County employees. Ten additional articles have been added to the superseding portion of the CLA in this agreement, therefore overriding unique provisions in each bargaining unit's Appendix and further standardizing common provisions that apply to many departments and agencies across the County. The additional articles are:

- Leave for Examinations
- Organ Donor Leave
- Union Membership
- Layoff Task Force
- Equal Employment Opportunity
- Telecommuting
- Sick Leave
- Vacation Leave
- Working Out of Class
- Transportation Benefits

The Honorable Claudia Balducci

July 26, 2022

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Standardization of these areas will bring time-saving efficiencies to the administration of employee benefits and employment-related processes throughout the County, creating efficiencies in Human Resources functions, information technology systems, and/or Labor Relations functions.

In addition, revisions to donated leave and compensatory time articles will reduce the County's tax liability, bringing the County into compliance with federal tax rules. The Internal Revenue Service (IRS) requires earnings be taxed in the tax year which they are received. This tax requirement applies to compensatory time banks as well as unrestricted vacation and sick leave benefit donations. In addition to savings achieved by establishing countywide standards, the CLA and applicable appendices include new IRS-compliant donated leave plans and a requirement that employees cash out compensatory banks annually, so as to ensure the County deducts and submits taxes on earnings, and reports taxable income, in the same tax year which it was received .

**2. Advancing County “Investing in You” Priorities:** The CLA establishes a Joint Labor-Management Task Force to study options for reflecting the County's pro-equity, anti-racism values with respect to layoff provisions. The Task Force will meet before the commencement of successor CLA negotiations to discuss recommendations for advancing equity in the layoff articles of CLA agreements.

The CLA also commits to explore the feasibility of establishing a joint childcare trust through a Childcare Trust Joint Committee comprised of an equal number of representatives from the County and the King County Coalition of Unions.

The CLA advances the County's Investing in You goals and priorities by supporting career development, employee/union engagement, and recognition for County employees, and by awarding an equity-focused sliding scale bonus. The agreement also renews and expands a commitment to a scholarship fund that supports the career development of County employees.

**3. Providing an Equitable and Sustainable Economic Package:** Some of the components of the CLA economic package include general wage increases (GWI) of 1.5 percent in 2021, 3 percent in 2022, and 4 percent in each 2023 and 2024, as well as a one-time sliding-scale bonus of \$4,000 for employees whose base annual pay was under \$100,000 in 2020, \$2,000 for those earning base annual pay of \$100,000-125,000 in 2020, and \$1,000 for employees who made over \$125,000 base annual salary in 2020.

This important proposed legislation supports the King County Strategic Plan objective to exercise sound financial and risk management and build King County's long-term fiscal strength, by enacting an agreement that is predictable and sustainable over time and provides administrative efficiencies and cost savings. In addition, the agreement fulfills the County's commitment to work collaboratively with the County workforce to identify and implement cost reductions and productivity gains by standardizing practices and CBA provisions, which will result in a more efficient use of County resources. Finally, the CLA facilitates the County's efforts to recruit, retain, and develop employees who will provide high quality services to the public.

The Honorable Claudia Balducci

July 26, 2022

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The CLA is a product of good faith collective bargaining between the County and those unions that are signatories to the attached agreement. The County has the capacity to finance this agreement, and the agreement has been reviewed by the Prosecuting Attorney's Office.

Each bargaining unit's unique CBA terms are provided as an appendix to the CLA. Sixty-two appendices are listed in the table of contents by the description of the bargaining unit's appendix and their commonly identified contract binder code.

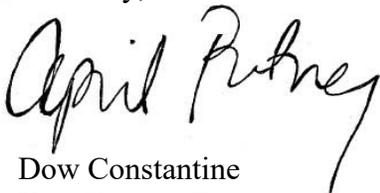
In addition to the CLA provisions that apply to each bargaining unit, some appendices also include changes negotiated through that specific bargaining, which is commonly referred to as "small table" bargaining. These "small table" changes are summarized in a separate document entitled "2022 Material Changes to CLA Appendices."

Appropriation has been requested through the accompanying labor budget supplemental that will be transmitted concurrent with this proposed Ordinance. A complete breakdown of the costs associated with this agreement can be found in the accompanying fiscal note, which has been reviewed by the Office of Performance, Strategy and Budget.

Our employees are our most valuable asset and our collaboration with our union partners benefits our employees and the residents of King County. Thank you for your continued support for our employees through your approval of this important proposed legislation.

If your staff have any questions, please contact Megan Pedersen, Director, Office of Labor Relations, at 206-263-2898.

Sincerely,

 for

Dow Constantine  
King County Executive

Enclosure

cc: King County Councilmembers  
    ATTN: Stephanie Cirkovich, Chief of Staff  
          Melani Pedroza, Clerk of the Council  
          Shannon Braddock, Chief of Staff, Office of the Executive  
          Karan Gill, Deputy Chief of Staff, Office of the Executive  
          Mina Hashemi, Council Relations Director, Office of the Executive  
          Dwight Dively, Director, Office of Performance, Strategy and Budget  
          Megan Pedersen, Director, Office of Labor Relations



## FISCAL NOTE

<b>Ordinance/Motion No.</b>	Coalition Labor Agreement 2021-2024	
<b>Title:</b>	With 62 supplemental appendices (Collective Bargaining Agreements)	
<b>Effective Date:</b>	1/1/2021	
<b>Affected Agency and/or Agencies:</b>	All	
<b>Note Prepared by:</b>	Andrew Bauck, Executive Analyst, OLR	<b>Phone:</b> (206) 263-9771
<b>Department Sign Off:</b>	N/A	<b>Phone:</b>
<b>Note Reviewed by:</b>	Gauhar Serikbayeva, Executive Analyst, PSB	<b>Phone:</b> (206) 263-8604
<b>Supplemental Required?</b>	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	

Fund Title	Fund Code	2022	2023	2024
GENERAL FUND	0010	\$ 20,681,000	\$ 7,489,000	\$ 7,709,000
COUNTY ROAD FUND	1030	3,911,000	1,770,000	1,839,000
SW POST CLOSURE LF MAINT	1040	5,000	3,000	3,000
VETERANS RELIEF	1060	11,000	4,000	5,000
DEVELOPMENTAL DISABILITY	1070	302,000	133,000	138,000
DCHS ADMINISTRATION	1080	288,000	123,000	128,000
RECORDER'S O & M FUND	1090	56,000	19,000	20,000
EMERGENCY TELEPHONE E911	1110	71,000	39,000	41,000
MENTAL HEALTH	1120	1,118,000	410,000	427,000
MIDD	1135	321,000	135,000	140,000
VETERANS SENIORS & HUMAN SVCS LEVY	1143	271,000	112,000	117,000
EMERGENCY MEDICAL SERVICE	1190	357,000	139,000	141,000
SHARED SERVICES FUND	1210	943,000	445,000	462,000
SURFACE WATER MGT FUND	1211	1,179,000	584,000	607,000
AUTO FINGERPRINT IDENT FD	1220	819,000	345,000	358,000
NOXIOUS WEED CONTROL	1311	22,000	8,000	9,000
HEALTH THROUGH HOUSING	1320	59,000	25,000	26,000
KC EMPLOYEE DEFERRED COMP ADMIN	1330	10,000	5,000	6,000
PLANNING AND PERMITTING	1340	640,000	293,000	305,000
ABATEMENTS	1341	10,000	6,000	6,000
GENERAL PUBLIC SERVICES	1346	76,000	39,000	41,000
DEPT OF LOCAL SERVICES	1350	33,000	15,000	15,000
CHILD & FAM SVC FUND	1421	107,000	47,000	49,000
ANIMAL SERVICES FND	1431	329,000	108,000	112,000
PARKS OPERATING LEVY	1451	1,967,000	728,000	756,000
HISTORCL PRSRVTN & H PRGM	1471	20,000	11,000	11,000
BEST START FOR KIDS LEVY	1480	118,000	51,000	53,000
PUGET SOUND TAXPAYER ACCOUNTABILITY FUND	1490	38,000	15,000	16,000
KC FLD CNTRL OPR CONTRACT	1561	640,000	326,000	339,000
DNRP DIRECTORS OFFICE	1600	42,000	22,000	23,000
PUBLIC HEALTH	1800	6,001,000	2,095,000	2,177,000
ENVIRON HEALTH SERVICES	1850	1,558,000	588,000	611,000
PUBLIC HEALTH ADMINISTRATION	1890	204,000	72,000	75,000
GRANTS FUND	2140	345,000	136,000	142,000
WORK TRAINING PROGRAM	2240	316,000	118,000	122,000
FED HOUSNG & COMM DEV FND	2460	512,000	220,000	229,000

Fund Title	Fund Code	2022	2023	2024
HCD RENTAL ASSISTANCE	2465	75,000	31,000	32,000
PUGET SOUND EMERGENCY RADIO NETWORK	3361	197,000	75,000	78,000
SOLID WASTE OPERATING	4040	4,447,000	1,861,000	1,934,000
AIRPORT	4290	446,000	174,000	181,000
RADIO COMM OPRTNG FND	4501	235,000	82,000	79,000
I-NET OPERATING	4531	34,000	21,000	22,000
WATER QUALITY OPERATING	4611	8,051,000	3,646,000	3,789,000
PUBLIC TRANSPORTATION OP	4641	4,556,000	2,206,000	2,292,000
SAFETY & WORKERS' COMP	5420	240,000	114,000	119,000
FINANCE & BUS OPERATIONS	5450	657,000	263,000	273,000
KING COUNTY GIS FUND	5481	208,000	119,000	124,000
BUSINESS RESOURCE CENTER	5490	359,000	219,000	228,000
EMPLOYEE BENEFITS PROGRAM	5500	106,000	47,000	49,000
FACILITIES MANAGEMENT SUB	5511	3,628,000	984,000	1,023,000
INSURANCE	5520	25,000	8,000	8,000
DATA PROCESSING SERVICES	5531	3,787,000	2,164,000	2,248,000
PUBLIC WORKS EQUIP RENTAL	5570	611,000	219,000	227,000
<b>TOTAL:</b>	<b>Increase from Previous Year</b>	<b>\$ 71,042,000</b>	<b>\$ 28,911,000</b>	<b>\$ 29,964,000</b>
	<b>Ongoing from Prior Years</b>		<b>38,005,000</b>	<b>66,845,000</b>
<b>TOTAL:</b>	<b>Cumulative</b>		<b>66,916,000</b>	<b>96,809,000</b>

Expense Type	Fund Code	2021 Base	2022	2023	2024
WAGES & OT		\$ 614,286,000	\$ 39,035,000	\$ 24,488,000	\$ 25,400,000
CLA BONUS			21,094,000		
TAXES AND RETIREMENT		110,571,000	10,763,000	4,423,000	4,564,000
PROFESSIONAL DEVELOPMENT FUND			150,000		
<b>TOTAL:</b>		<b>\$ 724,857,000</b>			
<b>TOTAL:</b>	<b>Increase from Previous Year</b>		<b>\$ 71,042,000</b>	<b>\$ 28,911,000</b>	<b>\$ 29,964,000</b>
	<b>Ongoing from Prior Years</b>			<b>38,005,000</b>	<b>66,845,000</b>
<b>TOTAL:</b>	<b>Cumulative</b>			<b>66,916,000</b>	<b>96,809,000</b>

<b>ASSUMPTIONS:</b>	
<b>Assumptions used in estimating expenditure include:</b>	
<b>1. Contract Period(s):</b>	2021-2024
<b>2. Wage Adjustments &amp; Effective Dates:</b>	
GWI:	1.5% in 2021 (paid retroactively); 3.0% in 2022; 4.0% in 2023; 4.0% in 2024
Retro/Lump Sum Payment:	Sliding scale bonus between \$1000 and \$4000 paid in 2022
<b>3. Other Wage-Related Factors:</b>	
Retirement & Taxes	17.9% in 2022; 18.06% in 2023; 17.97% in 2024
<b>4. Other Cost Factors:</b>	
	Inclusive of Small Table. Total Small Table bargaining cost is approximately \$16.04 million over the full contract period.
	Does not reflect revenue increases due to increased charges to contract partners and employee parking at CFJC.

**ATTACHMENT 3: OFFICE OF LABOR RELATIONS COMPARISON OF COALITION LABOR AGREEMENT TO  
LABOR POLICY 2020-004 PROVISIONS**

<b>Labor Policy Provision in LP 2020-004</b>		<b>OLR Comments on Consistency with Labor Policy Provisions</b>
LAB 1-001 (new policy)	<b>Guiding Principles:</b> The guiding principles underlying King County's relationship with its employees shall be based upon the Reverend Dr. Martin Luther King, Jr.'s assertion, in his speech to striking Memphis sanitation workers on March 18, 1968, that "All labor has dignity" and "that whenever you are engaged in work that serves humanity and is for the building of humanity, it has dignity, and it has worth." King County's Labor Policies and contracts will reflect the values of dignity and worth as guiding principles.	"Central to demonstrating the worth and dignity of labor is honoring the role of employees' selected union as their agent, and further, bargaining with their union over wages, hours and working conditions. The CLA is the successful output of the partnership between King County and employees and their unions. The CLA, with its focus on standardization and equity, support for growth and development, and sustainable and competitive total compensation, reflects the values of dignity and worth."
LAB 1-002 (new policy)	<b>Purpose:</b> Labor policies establish the policies for matters related to the compensation and working conditions of King County employees. Nothing in the policies changes the legally mandated bargaining obligations of the county and organized labor with respect to the subjects contained in the policies. Further, existing collective bargaining agreements between the parties supersede any changes in labor policies made after the effective date of the agreements.	"The CLA complies with LAB 1-002."
LAB 1-003 (new policy)	<b>Model Employer:</b> King County is committed to being an employer of choice. The county aims to provide a competitive total compensation package, including high-value and holistic benefits that support and meet the	"The CLA advances the LAB 1-003 policy by supporting career development, employee/union engagement, recognition for County employees, and awarding an equity focused sliding scale bonus. The agreement also renews and

	needs of a diverse workforce, and ensure a supportive working environment and access to growth and development opportunities.	expands a commitment to a scholarship fund that supports the career development of County employees and commits the parties to jointly evaluate the feasibility of establishing a Joint Childcare Trust."
LAB 1-004 (new policy)	<b>Union and Guild Organizing:</b> The county recognizes and supports a union or guild's right to represent and organize employees. As a matter of practice and principle, the county shall expeditiously respond to representation inquiries. For purposes of labor policies, the term "organized labor" shall mean the employees of King County who are represented by labor unions and guilds as well as the representatives of those employees.	"The CLA indirectly supports LAB 1-004 as demonstrated by the newly organized units who will now be covered by the CLA and its Appendices. Over the course of the contract bargaining period, the County has expeditiously responded to representation inquiries, resulting in newly organized units, or groups of employees being added to existing units. These newly formed units include Teamsters 117 Contract Specialists, PROTEC17 Bus Assembly Inspectors, and PROTEC17 DCHS PPMs. They have been offered, and have agreed to, terms and conditions of the CLA, similar to those that their bargaining unit peers receive in their Appendices."
LAB 1-005 (new policy)	<b>Safety:</b> King County is committed to promoting a respectful, safe and healthy workplace for its employees, and shall comply with all applicable health and safety regulations. In addition to being subject to the standards developed under the law, the county shall work to assist and encourage individual departments, divisions, offices and other agencies in their efforts to provide respectful, safe and healthy working conditions and work to standardize procedures, processes and communications regarding safety issues.	"The CLA's Appendices cover unique conditions relating to various operational conditions, and working conditions, of respective work groups across the County. The County's focus on equity and standardization across different agencies and work groups resulted in more Appendices that adopt equitable health and safety policies and provisions across the County. Furthermore, individual bargaining units who raised concerns over unique conditions around extreme weather, staffing shortages, work environments, or contagious disease achieved solutions and mitigations in their respective Appendices."

LAB 1-020	<p><b>Equity and Social Justice:</b> King County values diversity, equity, well-being and belonging in our workplace and workforce. King County further acknowledges that the community is best served by a culturally, ethnically and racially diverse workforce that brings varied perspectives, beliefs and values to public service. For these reasons, the county shall pursue labor agreements that support the hiring and retention of such a diverse workforce, including, taking into account how employment decisions may impact the county's equity and social justice goals.</p>	<p>"The CLA awards the County's first-ever equity based sliding scale bonus. Additionally, small table economic bargaining focused on raising wages for the county's lower paid workers, including those held by underrepresented groups. Beyond wages, the CLA adopts a superseding provision that commits the County and the Coalition to work together to dismantle legacy layoff and bumping rules biased against people of color. The CLA also replaces various Equal Employment Opportunity provisions in appendices with a standardized Article that applies to all Coalition employees. This new standardized Article commits both parties equally to uphold the County's antidiscrimination protections, as provided in the King County Charter."</p>
LAB 1-030	<p><b>Project Labor Agreements and Community Workforce Agreements:</b> The county supports project labor agreements ("PLAs"), which are intended to ensure the peaceful settlement of labor disputes and grievances so that large-scale public works projects are completed without delays due to strikes or lockouts. A PLA that includes the additional provision for "priority hiring" is known as a community workforce agreement ("CWA"). The Priority Hire program provides local construction workers living in economically disadvantaged areas of the county with access to participate in King County construction projects. The county intends to use CWAs in county-funded public works projects meeting certain criteria</p>	N/A

	<p>established by the executive, including, but not limited to, having construction costs estimated at or above a specific threshold. For large-scale federally funded projects, the county intends to use either a CWA or a PLA depending on what is allowed by the respective federal agencies.</p>	
LAB 1-040	<p><b>Employee Performance and Accountability:</b> It shall be the policy of King County to promote ongoing employee development and accountability through effective communication of job requirements and workplace expectations, coaching and employee feedback. This includes employee performance evaluations that shall be conducted at least annually as part of a systematic and equitable employee performance management system. These evaluations shall be maintained in employee personnel files. Employee performance evaluations shall be an element in a comprehensive employee performance management system. Subject to the collective bargaining process, performance evaluations can be considered in determining incentive compensation, promotions and demotions.</p>	<p>"The CLA and its established provisions support the county's policy to conduct regular and equitable performance evaluations. The CLA adds a provision regarding letters of expectations and memoranda of counseling, with the aim to promote ongoing employee development and accountability. The new provision ensures that supervisors store files and communications in an equitable manner across the agency."</p> <p>"As a result of the bargaining process, the CLA prohibits performance evaluations from consideration in determining step progression increases, however this does not impact the award of "above top step" incentive/merit increases."</p>
LAB 1-050	<p><b>Best-Run Government:</b> It shall be the policy of King County to promote a culture of continuous improvement, innovation and fiscal responsibility. Our interest is to partner with the county's workforce to identify opportunities to improve the way the county does business,</p>	<p>"The CLA is predictable and sustainable over time. It contributes to securing administrative efficiencies and productivity gains by standardizing practices and CBA provisions, which will result in a more efficient use of County resources. Standardizations achieved will save time and thus save costs in the administration of</p>

	<p>including building capacity and addressing cost growth.</p>	<p>employee benefits and employment-related processes throughout the County. Each and every common provision or “standard” negotiated into the CLA creates efficiencies in Human Resources functions, information technology systems, and/or Labor Relations functions, These efficiencies are specifically captured in the CLA in several ways. While the actual fiscal effect is unquantifiable and not included in the fiscal note, the CLA would reduce the likelihood of grievances, errors, overpayments, and underpayments, as CLA superseding provisions can be administered consistently countywide. Additionally, the Office of Labor Relations (OLR) training and advising on contract administration would also be more consistent, reducing errors in administration.”</p>
<p>LAB 1-060 (new policy)</p>	<p><b>Standardization and Impacts to Business Systems:</b> To further the county's values of equity and fiscal responsibility, it shall be the policy of King County to standardize personnel rules, policies and practices across the county to the extent possible. The county will partner with employees and their bargaining representative to identify opportunities for standardization.</p>	<p>"The CLA achieves additional standardization to personnel rules, policies, and practices in that it adopts ten additional articles into the superseding portion of the Agreement, which override individual bargaining unit's unique terms and conditions. These CLA standardizations are in the areas of Leave for Examinations, Organ Donor Leave, Union Membership, Layoff Task Force, Equal Employment Opportunity, Telecommuting, Sick Leave, Vacation Leave, Working Out of Class, and Transportation Benefits."</p> <p>"Further, efforts were made, and achieved, to create more standardization in Appendix provisions in areas such as overtime,</p>

		<p>compensatory time, pay placement upon hire, demotion, and transfer, and pay progression, bringing these provisions in alignment with the County's personnel rules/practices."</p>
<p>LAB 3-010</p>	<p><b>Mediation and Grievance Settlement Pilot:</b>          The county encourages alternative dispute resolution, such as voluntary mediation, as preferable to an adversarial process or litigation for resolving conflicts and grievance. Additionally, upon request by either organized labor or management, the parties will mediate a matter, preferably through King County Office of Alternative Dispute Resolution (recognizing the ADR office is not appropriate for all matters), subject to the relevant provisions of the governing collective bargaining agreement.</p> <p>For two years following adoption of these policies, any grievance brought by organized labor regarding a compensation item will undergo a cost/benefit analysis to determine the most resource-efficient resolution and absent a legal impediment, the most resource-efficient resolution will be given consideration in the county's efforts to settle grievances in the most cost-effective manner possible.</p> <p>The term "resource" will be construed broadly to include not only direct financial expenditures, including but not limited to compensation demand of the grievant, costs associated with arbitration, including the arbiter, consultants and arbitration witnesses,</p>	<p>"The grievance mediation provision is modified in the CLA so that <i>'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.'</i>"</p>

	<p>and the total cost-estimate for all county employee staff hours expended during, the grievance process, including but not limited to those of the office of labor relations, the prosecuting attorney's office and the affected department, but also the potential future cost to the county of establishing a precedent that encourages future grievances on the same or related topics.</p> <p>The parties shall assess the efficacy of the pilot after two years based on whether the additional work of doing an assessment added value to the grievance settlement process from the perspective of organized labor and management. If all parties (that is, the executive, council and organized labor) agree that the pilot added value, the parties shall consider making it permanent.</p>	
LAB 3-020	<p><b>Binding Interest Arbitration:</b> It shall be the policy of King County that binding interest arbitration only be extended to those represented groups of county employees who are eligible for interest arbitration under state law.<sup>1</sup></p>	N/A
LAB 4-010	<p><b>Timeliness of Organized Labor Contract Negotiations:</b> It shall be the goal of King County to complete negotiations with its collective bargaining units prior to the expiration of any agreement, recognizing that the implementation of changes to benefits and/or wages requires significant lead time,</p>	"In order to bargain a successor agreement to the previous agreement that was to expire on 12/31/20, the County began contract negotiation preparations in the summer of 2019, and invited the Coalition to begin bargaining discussions in late 2019. Despite these early efforts, the

<sup>1</sup> LP 2020-004 removed provisions related to court protection officers in LAB 3-020.

	<p>and in an effort to avoid retroactive payments, and the associated costs and administrative burden. In order to implement this policy, and if both parties agree, the Executive shall work with the county's collective bargaining units to make whatever scheduling adjustments may be necessary to allow sufficient time for negotiations to commence, be concluded and for mutual approval to be secured.</p>	<p>coalition wasn't ready to begin bargaining until March 2020."</p> <p>"The first sessions were scheduled for March 2020 when the pandemic hit King County, causing the parties to cancel bargaining sessions and move early discussions virtual. A few months into the pandemic, the county was in a steep recession. The uncertainty of the times and economic conditions led to exploration of a contract rollover (no changes in working conditions in exchange for no economic increases). However, the Coalition was unwilling to rollover the contract unless they received a commitment to receive similar sizable increases that ATU received just before the pandemic. As this was not a viable option, the parties agreed to move into full blown contract negotiations, with initial Zoom bargaining sessions beginning in July 2020."</p> <p>"While the parties shared a mutual desire to allow ample time for bargaining to begin in early 2020, and conclude prior to the 12/31/20 expiration date, the impacts of the pandemic followed by unprecedented economic fluctuations and uncertainty, the parties were not able to reach full tentative agreement on the CLA and its Appendices until July 2022."</p>
LAB 3-010	<p><b>Compensation:</b> A. Changes in wages shall be fiscally responsible, fair, and reasonable with respect to total compensation.</p>	<p>"The CLA was bargained consistent with principles outlined in LAB 3-010. The CLA and its individual appendices provide for compensation for the county's workforce that is</p>

	<p>B. When determining whether a change in wages is warranted, and when negotiating the amount of any such change, the executive shall consider the following factors:</p> <ul style="list-style-type: none"> <li>i. economic conditions, including inflation or deflation, in the region,</li> <li>ii. impacts to services based on revenue and cost forecast((s)) for the county,</li> <li>iii. comparable market compensation, ((and))</li> <li>iv. the status of county reserves,</li> <li>v. the wage gap between similarly employed employees, taking into account disparities that exist for classifications disproportionately held by employees of underrepresented and underserved races, genders or other protected classes consistent with the law, and</li> <li>vi. external wage disparities that exist for occupations in the local market historically held by underrepresented and underserved communities.</li> </ul> <p>C. If a cost of living adjustment is determined to be warranted, it shall be linked to a specific Bureau of Labor Statistics Index, such as up to 90 percent of the calculated average of the 12 monthly percentage changes of the All-Cities CPI-W between July of the previous year and June of the current year.</p> <p>D. The executive shall bargain in good faith with the goal of including provisions in collective bargaining agreements that allow</p>	<p>fair, competitive and sustainable – relative to both the external and internal market."</p> <p>"The general wage increases, sliding scale bonus, and individual classification wage increases reflect thoughtful vetting and analysis, including consideration of LAB 3-010, such as market comparable wages, internal County comparable wages, and the impact to services based on revenue and costs of this agreement. In the forefront of bargaining discussions, consideration was made to disparities that exist for internal and external classifications and occupations disproportionately held by employees of underrepresented and underserved races, genders or other protected classes."</p> <p>"The County bargained in good faith toward an economic conditions reopener during the term of this agreement to address significant shifts in economic and fiscal conditions occur during the term of the agreement. However, the parties were unable to reach and agreement on such a provision."</p>
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	<p>bargaining to be reopened on total compensation and other contract terms when significant shifts in economic and fiscal conditions occur during the term of the proposed agreement, as defined by mutually-agreed upon objective measures, such as a swing in the King County unemployment rate of more than 2 percentage points compared with the previous year or a deviation of more than 7 percent, net of inflation from the previous year in actual sales tax revenues collected.</p>	
LAB 5-020	<p><b>Overtime:</b> Subject to the county's collective bargaining obligations and applicable law, the county executive shall pursue as a goal in collective bargaining an agreement that is supportive of the following:</p> <p style="padding-left: 40px;">A. Overtime should be required or permitted only when necessary—for example, for continuity or cost-effectiveness of operations—and not as a substitute for efficient scheduling or adequate staffing.</p> <p style="padding-left: 40px;">B. In assigning and administering overtime, managers should continue to give appropriate consideration to the health and safety of employees and the public, the quality and productivity of services, and the need to maintain an appropriate staffing level for operations.</p> <p style="padding-left: 40px;">C. To reduce unemployment, the county should hire or recall employees in preference to paying current employees to work overtime if doing so is cost-effective,</p>	<p>"The CLA Appendices cover overtime rules and standards and are consistent with LAB 5-020. Changes made in CLA Appendices for this term of the agreement better define how overtime will be administered consistent with the contractual overtime rate and rules, or the FLSA, whichever is greater."</p>

	<p>taking into consideration all applicable costs, such as training, benefits and equipment.</p> <p>D. Job classifications that are not required by law to be compensated on an hourly basis should be compensated on a salaried basis whenever possible.</p> <p>E. Vacations, compensatory time off and other forms of scheduled leave should be coordinated to minimize the use of overtime to cover for employees who are on leave.</p> <p>F. Administering overtime pay in accordance with the Fair Labor Standards Act.</p>	
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**King County****Dow Constantine**

King County Executive

401 Fifth Avenue, Suite 800

Seattle, WA 98104-1818

**206-263-9600** Fax 206-296-0194

TTY Relay: 711

[www.kingcounty.gov](http://www.kingcounty.gov)

July 26, 2022

The Honorable Claudia Balducci  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Balducci:

I am pleased to transmit the enclosed proposed supplemental budget appropriation Ordinance, that will, if enacted, ensure that King County agencies have adequate budget authority and funding to implement the Coalition Labor Agreement, which is transmitted simultaneously with this proposed legislation, as well as other labor agreements and policies.

The proposed supplemental budget request would provide \$59.5 million in spending authority, including an increase of \$26.9 million of General Fund spending, to fund the following labor agreements and policies through 2022:

- The negotiated Coalition Labor Agreement, which includes 26 labor unions representing approximately 6,600 County employees in 62 individual bargaining units;
- The 2022 general wage increase and bonuses for non-represented employees (Ordinance 19380);
- The collective bargaining agreements with the Juvenile Detention Guild and the Uniformed Command Association representing employees in the Department of Adult and Juvenile Detention (Ordinances 19415 and 19416);
- Bonus agreements with the King County Corrections Guild representing all corrections officers and sergeants in the Department of Adult and Juvenile Detention (Ordinance 19444);
- Career Progression Classification Project reclassifications for information technology managers and supervisors represented by Teamsters L117 in the departments of King County Information Technology and Executive Services (Ordinance 19649);
- Revisions to previously adopted budget allocations for Indigenous Peoples' Day appropriations; and
- Overtime paid at a higher rate to King County Corrections Guild members in the Department of Adult and Juvenile Detention from January 25 to March 25, 2022, to encourage voluntary overtime.

The Honorable Claudia Balducci

July 26, 2022

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The revenue supporting these increases comes from the General Fund's fund balance along with increased current year property and sales taxes revenue. The impact of these agreements will be incorporated into the upcoming 2023-2024 Proposed Biennial Budget transmitted to the Council in September.

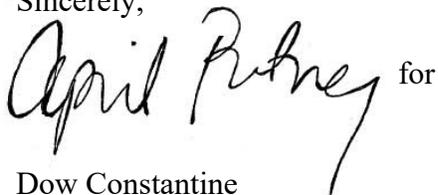
This proposed Ordinance supports the King County Strategic Plan goal of efficient, accountable regional and local government by helping to further develop a highly engaged and high performing workforce while exercising sound financial management. The Ordinance provides a sustainable and fair economic package; acknowledges the challenges of working during the ongoing global COVID-19 pandemic; and reflects responsible stewardship of public funds.

I certify that funds are available.

Our employees are our most valuable asset and our collaboration with our union partners benefits our employees and the residents of King County. Thank you for your continued support for our employees through your consideration of this proposed Ordinance.

If your staff have any questions, please contact Dwight Dively, Director, Office of Performance, Strategy and Budget, at 206-263-9687.

Sincerely,

 for

Dow Constantine  
King County Executive

Enclosure

cc: King County Councilmembers  
ATTN: Stephanie Cirkovich, Chief of Staff  
Melani Pedroza, Clerk of the Council  
Shannon Braddock, Chief of Staff, Office of the Executive  
Karan Gill, Deputy Chief of Staff, Office of the Executive  
Mina Hashemi, Council Relations Director, Office of the Executive  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Megan Pedersen, Director, Office of Labor Relations

## 2021-2022 FISCAL NOTE

Ordinance/Motion: Coalition Labor Agreement Supplemental Budget Ordinance	
Title: FY 2022 Labor Supplemental	
Affected Agency and/or Agencies: Various	
Note Prepared By:	Andrew Bauck
Date Prepared:	7/15/2022
Note Reviewed By:	James Walsh
Date Reviewed:	7/19/2022

**Description of request:**

This proposed ordinance provides supplemental appropriations to numerous agencies to fund multiple union agreements and other labor policies including 1) the Coalition Labor Agreement and small table appendixes, 2) non-represented 2022 GWI (General Wage Increase) and bonuses (ord. 19380), 3) collective bargaining agreement (CBA) with Uniformed Command Association (ord. 19416), 4) CBA with Juvenile Detention Guild (ord. 19415), 5) bonus agreement with King County Corrections Guild, 6) Teamsters L117 CP2 reclassifications (ord. 2022-0254), 7) revisions to prior Indigenous Peoples' Day appropriations, and 8) DAJD overtime paid at 2.5x from 1/25/2022 to 3/25/2022 to encourage voluntary overtime.

**Expenditures from:**

Agency	Fund Code	Department	2021-2022	2023-2024
COUNCIL ADMINISTRATION (A02000)	F00010	Council	604,000	
HEARING EXAMINER (A03000)	F00010	Council	26,000	
COUNTY AUDITOR (A04000)	F00010	Council	117,000	
OMBUDS TAX ADVISOR (A05000)	F00010	Council	67,000	
KING COUNTY CIVIC TELEVISION (A06000)	F00010	Council	38,000	
BOARD OF APPEALS (A07000)	F00010	Council	33,000	
OFFICE OF LAW ENFORCEMENT OVERSIGHT (A08500)	F00010	Council	40,000	
OFFICE OF ECONOMIC AND FINANCIAL ANALYSIS (A08700)	F00010	Indep. Offices	21,000	
OFFICE OF THE EXECUTIVE (A12000)	F00010	Exec	262,000	
OFFICE OF PERFORMANCE STRATEGY AND BUDGET (A14000)	F00010	Exec	562,000	
OFFICE OF EQUITY AND SOCIAL JUSTICE (A14100)	F00010	Exec	107,000	
SHERIFF (A20000)	F00010	KCSO	2,282,000	
OFFICE OF EMERGENCY MANAGEMENT (A40100)	F00010	DES	97,000	
EXECUTIVE SERVICES ADMINISTRATION (A41700)	F00010	DES	124,000	
HUMAN RESOURCES MANAGEMENT (A42000)	F00010	DHR	964,000	
OFFICE OF LABOR RELATIONS (A42100)	F00010	Exec	66,000	
REAL ESTATE SERVICES (A44000)	F00010	DES	143,000	
RECORDS AND LICENSING SERVICES (A47000)	F00010	DES	532,000	
PROSECUTING ATTORNEY (A50000)	F00010	PAO	5,456,000	148,000
SUPERIOR COURT (A51000)	F00010	KCSC	1,918,000	155,000
DISTRICT COURT (A53000)	F00010	KCDC	516,000	110,000
ELECTIONS (A53500)	F00010	Elections	932,000	
JUDICIAL ADMINISTRATION (A54000)	F00010	DJA	1,476,000	140,000
BOUNDARY REVIEW BOARD (A63000)	F00010	Indep. Offices	21,000	
ASSESSMENTS (A67000)	F00010	Assessments	1,661,000	
JAIL HEALTH SERVICES (A82000)	F00010	DPH	562,000	235,000
MEDICAL EXAMINER (A87000)	F00010	DPH	362,000	35,000
ADULT AND JUVENILE DETENTION (A91000)	F00010	DAJD	4,648,000	65,000
PUBLIC DEFENSE (A95000)	F00010	DPD	3,219,000	98,000
ROADS (A73000)	F01030	DLS	3,127,000	
SW LF POST CLOSURE MAINT (A71500)	F01040	DNRP	4,000	
VETERANS SERVICES (A48000)	F01060	DCHS	6,000	
DEVELOPMENTAL DISABILITIES (A92000)	F01070	DCHS	271,000	
COMMUNITY AND HUMAN SERVICES ADMINISTRATION (A93500)	F01080	DCHS	618,000	
RECORDERS OPERATION AND MAINTENANCE (A47100)	F01090	DES	47,000	
BEHAVIORAL HEALTH (A92400)	F01120	DCHS	1,313,000	110,000
JUDICIAL ADMIN MIDD (A58300)	F01135	DJA	58,000	
PROSECUTING ATTORNEY MIDD (A68800)	F01135	PAO	70,000	
SUPERIOR COURT MIDD (A78300)	F01135	KCSC	133,000	
PUBLIC DEFENDER MIDD (A98300)	F01135	DPD	67,000	
DISTRICT COURT MIDD (A98400)	F01135	KCDC	16,000	
MENTAL ILLNESS AND DRUG DEPENDENCY FUND (A99000)	F01135	DCHS	121,000	

VETERANS SENIORS AND HUMAN SERVICES LEVY (A11900)	F01143	DCHS	244,000	
EMERGENCY MEDICAL SVCS (A83000)	F01190	DPH	73,000	
WATER AND LAND RESOURCES (A74100)	F01210	DNRP	1,215,000	10,000
SURFACE WATER MANAGEMENT LOCAL DRAINAGE SERVICES (A84500)	F01211	DNRP	940,000	
AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (A20800)	F01220	KCSO	620,000	
YOUTH AND AMATEUR SPORTS FUND(A35500)	F01290	DNRP	23,000	
NOXIOUS WEED CONTROL PROGRAM (A38400)	F01311	DNRP	150,000	
HEALTH THROUGH HOUSING (A13200)	F01320	DCHS	43,000	
PLANNING AND PERMITTING (A32510)	F01340	DLS	554,000	
PERMITTING DIVISION ABATEMENT (A52500)	F01341	DLS	7,000	
GENERAL PUBLIC SERVICES (A32530)	F01346	DLS	52,000	
LOCAL SERVICES ADMINISTRATION (A77000)	F01350	DLS	145,000	
COMMUNITY SERVICES OPERATING (A88800)	F01421	DCHS	144,000	
REGIONAL ANIMAL SERVICES OF KING COUNTY (A53400)	F01431	DES	311,000	20,000
PARKS AND RECREATION (A64000)	F01451	DNRP	2,126,000	10,000
HISTORIC PRESERVATION PROGRAM (A84600)	F01471	DNRP	28,000	
BEST STARTS FOR KIDS LEVY (A93700)	F01480	DCHS	96,000	
PUGET SOUND TAXPAYER ACCOUNTABILITY ACCOUNT (A93800)	F01490	DCHS	19,000	
KING COUNTY FLOOD CONTROL CONTRACT(A56100)	F01561	DNRP	523,000	
DNRP ADMINISTRATION (A38200)	F01600	DNRP	244,000	
PUBLIC HEALTH (A80000)	F01800	DPH	7,195,000	
ENVIRONMENTAL HEALTH SERVICES (A85000)	F01850	DPH	1,346,000	
PUBLIC HEALTH ADMINISTRATION (A89000)	F01890	DPH	568,000	
EMPLOYMENT EDUCATION RESOURCE (A93600)	F02240	DCHS	381,000	
HOUSING AND COMMUNITY DEVELOPMENT (A35000)	F02460	DCHS	450,000	
HOUSING AND COMMUNITY DEVELOPMENT (A35200)	F02465	DCHS	86,000	
SOLID WASTE (A72000)	F04040	DNRP	3,562,000	
SAFETY AND CLAIMS MANAGEMENT (A66600)	F05420	DHR	167,000	
FINANCE AND BUSINESS OPERATIONS (A13800)	F05450	DES	982,000	
BUSINESS RESOURCE CENTER (A30000)	F05490	DES	241,000	
EMPLOYEE BENEFITS (A42900)	F05500	DHR	146,000	
FACILITIES MANAGEMENT DIVISION (A60100)	F05511	DES	3,352,000	90,000
OFFICE OF RISK MANAGEMENT SERVICES (A15400)	F05520	DES	178,000	
FLEET MANAGEMENT EQUIPMENT (A75000)	F05570	DES	572,000	
EMPLOYEE DEFERRED COMPENSATION ADMINISTRATION (A13300)	F01330	DHR	8,000	
TOTAL			<b>59,498,000</b>	<b>1,226,000</b>

**Notes and Assumptions:**

Calculated amounts for each agency reduced by estimated GWI budgeted for 2022 at 2.0%.

Taxes and retirement calculated at rates posted in PSB's Business and Financial Planning Assumptions.

All appropriations except adjustments to holiday overtime are one-time.

The ongoing effects of the labor agreements funded by this ordinance in 2022 will be incorporated into the 2023-2024 Proposed Budget as appropriate.

**Expenditures by Category**

	2021-2022	2023-2024
CLA - 2021 Retro	5,781,000	
CLA - 2022 GWI	18,182,000	
CLA - Sliding Scale Bonus	17,085,000	
CLA - Professional Development	150,000	
Small table - Range changes	2,981,000	
Small table - PAO hours increase	342,000	
Non-rep 2022 GWI (ord. 19380)	11,561,000	
Non-rep 1.5% bonus (ord. 19380)	3,328,000	
Non-rep sliding scale bonus (ord. 19380)	4,609,000	
UCA Comprehensive bargaining agreement (ord. 19416)	151,000	
JDG Comprehensive bargaining agreement (ord. 19415)	731,000	
KCCG Retention bonus (ord. 19444)	1,812,000	
Teamsters L117 CP2 reclassifications (ord. 2022-0254)	204,000	
Revisions to Indigenous Peoples Day appropriations	490,000	1,040,000
DAJD overtime paid at 2.5x from 1/25/2022 - 3/25/2022	978,000	
Retirement	5,151,000	105,000
Taxes	3,844,000	80,000
<b>Less estimated 2022 GWI included in 2021-2022 Budget</b>	<b>(17,882,000)</b>	
<b>TOTAL</b>	<b>59,498,000</b>	<b>1,225,000</b>