AND

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020

This package proposal is contingent upon agreement to all its terms and conditions as presented below without rejection or proposed modification by the Coalition. Unless specifically addressed in this package what-if proposal, all other Coalition proposals are denied.

- 1. <u>Wages:</u> All employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 4% effective January 1, 2019.
- A. All employees who are represented by Unions signatory to this Agreement shall receive a GWI of 3% effective January 1, 2020, divided with 1.5% added on January 1, 2020 and a final GWI of 1.5% added in the pay period that includes July 1, 2020.
- **B.** A \$500 participation premium will be paid to all employees who are represented by the Unions signatory to this Agreement who are employed with the County on January 1, 2020. The parties acknowledge that the Agreement must be ratified by both the County and by the participating Union membership in order to effectuate the \$500 premium.
- 2. <u>JLMIC</u>: Pursuant to 2019-2020 JLMIC agreement and its attachments (Document Code 000U0118 HealthBenefits 2019-2020, proposed Ordinance 2018-0546).

3. Deferred Compensation - Automatic Enrollment:

Effective November 1, 2018, during benefits enrollment, new employees represented by the Coalition of King County Unions will be automatically enrolled in the Deferred Compensation Program according to the following terms: 3% of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. While the open enrollment process will default to the auto-enrollment for deferred compensation, employees have the option to "opt out" at any time during open enrollment. They may also opt out of the program at any other time after they have enrolled.

- 4. WA State Sick Leave Law: Attached.
- 5. KC Regional AFIS Guild Total Comp Coalition Days 2017-2018: The County

shall provide all current, leave eligible bargaining unit employees of the KC regional AFIS Guild the three (3) additional vacation days contained in the 2017-2018 Total Comp Agreement between King County and the King County Coalition of Unions.

- A. These vacation days shall be provided in the same manner as donated vacation leave (i.e. not available for temps and other non-leave eligible employees, prorated for part time employees, 8 hours for full time 40 hour employees); provided, that any employee that is unable to use any of the additional vacation days shall be permitted to carry those days forward into the next year on an ongoing basis until those days are used.
- **B.** These vacation days described in A above shall not be available for cash out under any circumstance.
- 6. Operating Engineers Local 302 Coalition of Unions Incentive Pay: The County shall make retro to all current bargaining unit employees of Operating Engineers Local 302 the Coalition of Unions Incentive Pay of 0.5% General Wage Increase contained in Article 29.1 of the 2018-2020 Master Labor Agreement between King County and The King County Coalition of Unions. This retro pay shall be effective from January 1, 2018, and is not subject to the conditions specified under Article 29.1.
- 7. <u>King County Coalition of Unions Administrative Support MOA</u>: King County agrees to continue the Coalition "Administrative Support" MOA with no changes in terms and conditions of the agreement through December 31, 2020 except to add the Payroll Specialist classification series.
- 8. Short-term Temporaries (STT): The parties agree to explore transit options for STTs that is cost-effective with the intent of being able to implement in 2019 if an agreement is reached.
- 9. **Duration:** This Agreement and each of its provisions shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2019 through December 31, 2020.

ARTICLE 39: STATE SICK LEAVE¹

- A. Article 39 outlines certain sick leave benefits beginning in 2018 that are pursuant to RCW 49.46.010 *et seq.*, KCC 3.12.220, and County policy, procedures and guidelines. This Article SUPERSEDES any conflicting language in the MLA and its appendices.
- **B.** Employees eligible for comprehensive leave benefits shall accrue sick leave in accordance with the MLA Article 34 or their appendices, whichever was adopted. In addition, an hourly employee eligible for comprehensive leave benefits who works in excess of 74 hours in one FLSA workweek shall accrue additional sick leave at the rate of 0.025 for each hour worked in excess of hour 74. RCW 49.46.210(1)(a)(e) and KCC 3.12.220.
- C. Short term temporary employees shall accrue sick leave at the rate of 0.025 hours for each hour in pay status. RCW 49.46.210(1)(a)(e) and KCC 3.12.220.
- **D.** There is no limit to the number or sick leave hours accrued and carried over to the following year by an employee eligible for comprehensive leave benefits. Short term temporary employees may carry over 40 hours of unused sick leave to the following calendar year, all other unused accrued sick leave will be forfeited. RCW 49.46.210(1)(j) and KCC 3.12.220.
- **E.** If an employee eligible for comprehensive leave benefits separates from county employment for any reason other than retirement, that employee's sick leave is cancelled. A short term temporary employee's sick leave is cancelled upon separation, termination or retirement. If an employee eligible for comprehensive leave benefits or a short term temporary employee returns to County employment within two years of separation or termination that employee's accrued sick leave shall be restored. RCW 49.46.210(1)(k) and KCC 3.12.220.
- **F.** Paid sick leave may be used in accordance with RCW 49.46.210(1)(b)-(d) and KCC 3.12.220.
- **G.** For purposes of sick leave, "family member" is defined under RCW 49.46.210(2) and KCC 3.12.220.
- **H.** Verification of sick leave use is pursuant to RCW 49.46.210(1)(g) and County policy, procedures and guidelines.
 - I. All types of sick leave incentive programs are null and void. RCW 49.46.210(4).

¹ This article does not supersede benefit time (BT) in those Appendices that provide BT.

Memorandum of Agreement

By and Between

King County

And

King County Coalition of Unions

Subject: Establishing a Child Care Benefit for King County Employees

King County and the King County Coalition of Unions recognize a common interest in supporting King County employees by increasing access to safe, affordable and quality childcare for King County employees.

To meet this interest, the parties will convene a joint Task Force to study options for a possible child care benefit program, including the possibility of a multi-employer child care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of King County.

The Task Force assessment should include an analysis of the need for child care by King County employees, affordability, quality, location of child care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a child care benefit program and possible revenue sources. By mutual agreement, the Task Force may invite outside experts and hire external consultants to help with the assessment.

The Task Force shall provide a written report to King County's Chief People Officer, with its analysis and recommendations, no later than end of year 2019.

Memorandum of Understanding By and Between King County And King County Coalition of Unions

Subject: CDL Endorsements

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

WHEREAS, during the course of Total Compensation bargaining, the parties engaged in discussion regarding the interpretation and application of Article 36.1: Training under the Master Labor Agreement regarding reimbursing the cost of CDL endorsements.

NOW THEREFORE, having bargained in good faith, the parties hereby agree to the following:

1. The County will reimburse the cost of an employee maintaining their Commercial Driver's License (CDL) endorsement(s) if the position is required by the County to have a CDL endorsement(s).

Term: This Agreement shall be in effect following its adoption by ordinance by the King County Council, with CDL reimbursement retroactive to June 2, 2018.

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020

APPROVED this	4th	day of	March	, 2019.
	Ву:	King Coun	Abrame ty Executive	\$ 807
For The King County Coalition	of Unions:			
Day 700	tativa	`		1/30/19 Date
Denise Cobden, Union Represent Coalition Co-Chair Professional and Technical Emp		al 17		Date
For The King County Coalition	of Unions:			
M W				2/1/19
Michael Gonzales, Senior Busin	ess Agent			Date
Coalition Co-Chair Teamsters Local 174				

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020 ANIMAL CONTROL OFFICERS GUILD

Subject:

TOTAL COMPENSATION

Labor Organization: Animal Control Officers Guild

cba code	Labor Organization	Contract
170	ACOG	Animal Control - Department of Executive Services (Records and Licensing Services)

For Animal Control Officers Guild:

Aaron Wheatley

President

1/25/19 Date

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020 FERRY COALITION

Subject:

TOTAL COMPENSATION

Labor Organization: Ferry Coalition

cba code	Labor Organization	Contract
446	Ferry Coalition – MM&P	Passenger only Vessels, Marine Division,
		Department of Transportation
		International Organization of Masters, Mates &
		Pilots
446	Ferry Coalition - MEBA	Passenger only Vessels, Marine Division,
		Department of Transportation
		Marine Engineers' Beneficial Association
446	Ferry Coalition - IBU	Passenger only Vessels, Marine Division,
		Department of Transportation
		Inlandboatmen's Union of the Pacific

For Ferry Coalition - Inlandboatmen's Union of the Pacific

For Ferry Coalition - International Organization of

Peter Hart, Regional Director, Puget Sound Region

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

Subject:

TOTAL COMPENSATION

Labor Organization: International Brotherhood of Teamsters Local 117

cba code	Labor Organization	Contract	
412	Teamsters Local 117	Administrator I - Transit, Department of Transportation	
465	Teamsters Local 117	Department of Public Defense - Supervisors and Managers	
456	Teamsters Local 117	Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments; Department of Executive Services	
461	Teamsters Local 117	Joint Units Agreement	
454	Teamsters Local 117	Legislative Analysts - King County Council	
231	Teamsters Local 117	Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)	
154	Teamsters Local 117	Professional & Technical and Administrative Employees	
155	Teamsters Local 117	Prosecuting Attorney's Office	
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office	
153	Teamsters Local 117	Transit Design and Construction Supervisors - Department of Transportation, Interest Arbitration	
159	Teamsters Local 117	Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks	
156	Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Departmen of Natural Resources and Parks	
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks	

For International Brotherhood of Teamsters Local 117:

John Scearcy

Secretary-Treasurer

1/31/19 Date

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" **COALITION BARGAINING 2019-2020** INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

Subject:

TOTAL COMPENSATION

Labor Organization: International Union of Operating Engineers, Local 302

cba code	Labor Organization	Contract
351	IUOE, Local 302	Equipment Operators - Departments: Natural Resources and Parks, Transportation

For International Union of Operating Engineers,

Local 302:

Business Representative

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" **COALITION BARGAINING 2019-2020** JOINT CRAFTS COUNCIL, CONSTRUCTION CRAFTS

Subject:

TOTAL COMPENSATION

Labor Organization: Joint Crafts Council, Construction Crafts

cba code	Labor Organization	Contract	
350	JCC	Construction Crafts	
For Joi	nt Crafts Council, Construction C	rafts:	
Jeff Th Pacific	orson, Contracts Administrator Northwest Regional Council of C	Carpenters	0/29/9 Date
For Joi	nt Crafts Council, Construction C	rafts:	
Interna	Joe Murray Joe Murray, Business Representational Association of Machinists are Local 289	tive and Aerospace	2-1-19 Date
For Joi	nt Crafts Council, Construction C	rafts:	

Steve Behling, Assistant Business Manager

Builders, Blacksmiths, Forgers and Helpers

Lodge No. 104

International Brotherhood of Boilermakers, Iron Ship

For Joint Crafts Council, Construction Crafts:	
Janet Lewis, Business Representative International Brotherhood of Electrical Workers Local 46	/-30-/9 Date
For Joint Crafts Council, Construction Crafts:	
36	
Elizabeth Rockett, Field Representative International Union of Painters and Allied Trades District Council 5	Date
For Joint Crafts Council, Construction Crafts:	
Cal Waln	1.31.19
Ed Holmes, Plumber Business Agent United Association of Plumbers and Pipefitters Local 32	Date
For Joint Crafts Council, Construction Crafts:	
Natalie Kelly, Lead Organizer UNITEHERE! Local 8	2-6-19 Date
For Joint Crafts Council, Construction Crafts: Mike Bolling, Business Representative International Union of Operating Engineers Local 286	1/32/2019 Date
Bo Jeffers, Business Representative Laborers International Union of North America Local 1239	02/07/2019 Date

For Joint Crafts Council, Construction Crafts:	
Janet Lewis, Business Representative International Brotherhood of Electrical Workers Local 46	Date
For Joint Crafts Council, Construction Crafts:	
aff that	01/31/19
Elizabeth Rockett, Field Representative International Union of Painters and Allied Trades District Council 5	Date
For Joint Crafts Council, Construction Crafts:	
Ed Holmes, Plumber Business Agent United Association of Plumbers and Pipefitters Local 32	Date
For Joint Crafts Council, Construction Crafts:	
Natalie Kelly, Lead Organizer UNITEHERE! Local 8	Date
For Joint Crafts Council, Construction Crafts:	
Mike Bolling, Business Representative International Union of Operating Engineers Local 286	Date
For Joint Crafts Council, Construction Crafts:	
Bo Jeffers, Business Representative Laborers' International Union of North America Local 1239	Date

AND

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" **COALITION BARGAINING 2019-2020** KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

Contract

Subject:

cba

TOTAL COMPENSATION

Labor Organization

Labor Organization: King County Prosecuting Attorneys Association

ı	code	Landi Olganization		
ľ	370	KCPAA	Prosecuting Attorney's Office	
	0	g County Prosecuting Attorneys As Trie Masters Int	ssociation:	1/30/19 Date
	7 Michel	le Gregoire resident	ssociation;	1/30/19 Date
/	9	Jacobson	ssociation:	1/30/19 Date
	For Ki	ng County Prosecuting Attorneys A	ssociation:	
	5.4	. 20		

Emmanuelle Dinca

Treasurer

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" **COALITION BARGAINING 2019-2020** KING COUNTY REGIONAL AFIS GUILD

Subject:

TOTAL COMPENSATION

Labor Organization: King County Regional AFIS Guild

cba code	Labor Organization	Contract
463	KCRAG	Automated Fingerprint Identification System - King County Sheriff's Office

For King County Regional AFIS Guild:

Mark Roberts

President

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020 KING COUNTY SECURITY GUILD

Subject:

TOTAL COMPENSATION

Labor Organization: King County Security Guild

cba code	Labor Organization	Contract
460	60 KCSG Security Officers, Dispatchers, Sergean Department of Executive Services, Fac	Security Officers, Dispatchers, Sergeants - Department of Executive Services, Facilities Management Division

For King County Security Guild:

Ted Griffin

President

25-1

Date

AND

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

Subject:

TOTAL COMPENSATION

Labor Organization: Office & Professional Employees International Union, Local 8

cba code	Labor Organization	Contract
037	OPEIU, Local 8	Dental - Department of Public Health
035	OPEIU, Local 8	Department of Assessments
038	OPEIU, Local 8	Departments: Public Health (Prevention Division), Community and Human Services (Behavioral Health and Recovery Division)

For Office & Professional Employees International Union, Local 8:

Amanda Montoya-White

Union Representative

1/30/19 Date

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020 PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

Subject:

TOTAL COMPENSATION

Labor Organization: Professional and Technical Employees, Local 17

cba code	Labor Organization	Contract	
050	PROTEC17	Court Reporters - Superior Court	
040	PROTEC17	Departments: Executive Services, Natural Resources and Parks, Permitting and Environmental Review, Transportation	
060	PROTEC17	Departments: Public Health, Community and Human Services	
048	PROTEC17	Information Technology	
055	PROTEC17	Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager	
043	PROTEC17	Professional and Technical, Interest Arbitration - Department of Transportation, Metro Transit Division	
046	PROTEC17	Professional and Technical - Department of Transportation	
066	PROTEC17	Section Managers - Departments: Natural Resources and Parks, Permitting and Environmental Review, Transportation	
065	PROTEC17	Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation	
047	PROTEC17	Transit Administrative Support	
042	PROTEC17	Transit Chiefs - Department of Transportation, Metro Transit Division	
044	PROTEC17	Transit Superintendents - Department of Transportation, Metro Transit Division	

For Professional and Technical Employees, Local 17:

Denise Cobden

Union Representative

1/30/19 Date

AND

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020 PUBLIC SAFETY EMPLOYEES UNION

Subject:

TOTAL COMPENSATION

Labor Organization: Public Safety Employees Union

cba code	Labor Organization	Contract		
212 PSEU Communications Specialists		Communications Specialists Supervisors - King County Sheriff's Office		
330	PSEU	Department of Adult and Juvenile Detention Management		
214	PSEU	Fire Investigator - King County Sheriff's Office		
430	PSEU	King County Civic Television (CTV)		
021	PSEU	Legal Administrative Specialists - Department of Judicial Administration		
191	PSEU	Non-Commissioned - Department of Adult and Juvenile Detention		
192	PSEU	Non-Commissioned - Department of Community and Human Services		
193 '	PSEU	Non-Commissioned Professional Employees - King County Sheriff's Office		
464	PSEU	Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office		
020	PSEU	Superior Court Clerks - Judicial Administration		

For Public Safety Employees Union

Dustin Frederick

Business Manager

1/29/19 Date

THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS, TEAMSTERS LOCAL 763

Subject:

TOTAL COMPENSATION

Labor Organization: Public, Professional & Office-Clerical Employees and Drivers,

Teamsters Local 763

cba code	Labor Organization	Contract		
450	Teamsters Local 763	Communications Specialists - King County Sheriff's Office		
220	Teamsters Local 763	Department of Assessments		

For Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763:

Scott Sullivan

Secretary-Treasurer

2-4-19

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

Subject:

TOTAL COMPENSATION

Labor Organization: Service Employees International Union, Local 925

cba Labor Organization Contract		Contract
code		
012	SEIU, Local 925	Department of Executive Services - Facilities
		Management Division
010	SEIU, Local 925	Department of Natural Resources and Parks - Parks
		and Recreation
462	SEIU, Local 925	Department of Public Defense
011	SEIU, Local 925	Wastewater Treatment Division - Department of
		Natural Resources and Parks

For Service Employees International Union, Local 925:

Michael Laslett

Strategic Campaigns Director

1 /31/19

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

Subject:

TOTAL COMPENSATION

Labor Organization: Service Employees International Union, Local 925

cba code	Labor Organization	Contract	
030	SEIU, Local 925	Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services	

For Service Employees International Union, Local 925:

Tricia Schroeder

Executive Vice President

Date

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2

Subject:

TOTAL COMPENSATION

Labor Organization: Washington State Council of County and City Employees, Council 2

cba code	Labor Organization	Contract		
080	WSCCCE, Council 2, Local 21AD	Department of Adult and Juvenile Detention		
070	WSCCCE, Council 2, Local 21HD	Department of Public Health		
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health		
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste		
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division		
WSCCCE, Council 2, Local 2084-SC		Superior Court - Family Court Operations; Court Appointed Special Advocates Specialists and Attorneys (CASA)		
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)		

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

()____

Suzette Dickerson Staff Representative 3//20/9 Date

THE UNDERSIGNED UNIONS ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING 2019-2020

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL

Subject:

TOTAL COMPENSATION

Labor Organization: Washington State Council of County and City Employees, Council 2

cba code	Labor Organization	Contract	
276	WSCCCE, Council 2, Local 2084-S	Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors)	
74	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	

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

Michael Rainey

Staff Representative

2-7-19 Date

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 1 of the Master Labor Agreement Animal Control Officers Guild Animal Control - Department of Executive Services (Records & Licensing Services) [170]

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Union agree that the attached document with edited Appendix language represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. The County and the Union further agree that these language changes will be added to the Appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Addendum A

Job Class Code	PeopleSoft Job Code	Classification Title	Range
5252150	525701	Animal Care Technician	32
5252100	525301	Animal Control Officer	43
5252200	525501	Animal Control Sergeant	49
5252300	525601	Animal Control Sergeant - Lead	52
3130100	314101	Foster Program Coordinator	46
2291000	222102	Animal Services Coordinator	37

^{*} All salary ranges above are the King County Salary Schedule, "squared table."

During the time frame between this bargain and the next MLA/TC bargain for January 2021, the Guild and RASKC agree to submit to CCS a lead or supervisory type position for the Shelter.

Once the new classification and wage range is developed and bargaining has concluded, the recruitment to fill the positions (2) will commence. Once filled, the sergeant assignment to the shelter will be demised and any special duty pay will be stopped.

Concurrent with the start of the new Shelter position, the Animal Control Sergeant classification will be increased to Range 53 and the Animal Control Sergeant Lead will be increased to Range 56.

The above increases are prospective following the creation and recruitment to the new Shelter position.

For Animal Control Officers Guild:

Aaron Wheatley, President

For King County:

Janet Parks, Labor Relations Manager

Memorandum of Agreement - King County Total Compensation 2019-2020 for Appendix 47 of the Master Labor Agreement Service Employees International Union, Local 925 Department of Natural Resources & Parks - Parks & Recreation [010]

Subject: Total Compensation Coalition Small Table Terms This Agreement (Agreement) is entered into by and between King County (the County) and the Service Employees International Union, Local 925 (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

- 1. The County and the Union agree that the below edited Appendix language represents AGREEMENTS the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Union further agree that these language changes will be added to the Appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

ARTICLE 2: DEFINITIONS

- 2.1. Employee Categories.
 - E. Seasonal Employee. A temporary employee in a position (for) which:
- 1. Is not a position established in the County budget as an authorized FTE or career service;
 - 2. Will require less than one thousand forty (1040) hours in a calendar

year; and

- 3. The need exists at regular, predictable intervals during the year. These employees are not eligible for vacation leave, siek leave except as required by law, holiday pay or other paid leaves, medical, dental or other insurance benefits. They are eligible for sick leave at the rate of 0.025 hours for each hour in paid status, participation in the Employee Assistance Program, the PERS as provided by state law, and any other program available to non-benefited employees.
- 2.3. Regular or Temporary Employment

D. The County shall not impose artificial limitations on Short Term Temporary Employees solely to prevent exceeding threshold hours (960/1040) in a rolling 12-month period.

ARTICLE 7: SICK LEAVE

7.2. Administration. Division management is responsible for the proper administration of sick leave benefits in compliance with the MLA and Washington Administrative Code 296-128-600. Verification from a licensed health care provider may be required to substantiate the health condition of the employee or family member for leave requests. In cases where management has documentation to support a history of excessive or patterned absenteeism, an employee may be put on written notice by the Section Manager, that for a period not to exceed six (6) months, requests for compensation under Article 7 Sick Leave must be accompanied by proof of need. This section will be utilized in a consistent manner for similarly situated bargaining unit employees throughout the Division.

ARTICLE 12: MISCELLANEOUS

12.5. Protective Clothing.

A. The County will continue to provide protective clothing, rubber boots and hip waders, and accessories in accordance with current bargaining unit practice. For benefited employees required to wear appropriate safety footwear the County will reimburse up to a total of one hundred and twenty five fifty (\$125) (\$150) dollars, per calendar year, per employee, in accordance with the Parks Division's policies and procedures, which is understood to include the use of the P-Card system. It is understood by the parties that rubber boots and waders are not a substitute for appropriate safety footwear.

B. The King County Parks Division does not currently require employees to wear safety footwear that meets ANSI standards. In the event that changes, and identified employees and/or job classifications are expressly required by Parks to wear ANSI standard footwear, MLA Article 32 will apply to those specific employees and/or classifications who are covered by this requirement. No employee will receive both the MLA Article 32 ANSI boot allowance and the Appendix non ANSI boot allowance, provided above in 12.5.

C. Upon completion of every 1800 hours of actual work (not including sick time) of seasonal employment, Seasonal Employees (STT's) shall be eligible for the boot allowance provided above in 12.5 A. Calculation of hours for eligibility for the boot allowance shall begin with the 2017 season and be applied following the effective date of this Appendix on 01/01/2019.

ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION

19.6. Arborist Duties. When a Parks Specialist II is assigned to work as a certified arborist, he/she will be paid at the Parks District Maintenance Coordinator Arborist rate of pay for all time doing such work.

ADDENDUM A
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND
KING COUNTY

Job Class Code	PeopleSoft Job Class Code	Class Title	Range
9205100	921301	Arborist	47
9101100	912104	Custodian	30 **
9101102	912105	Custodian - Floor Care	31
9101300	912305	Custodian - Lead	34*
2211100	221502	Inventory Purchasing Specialist I	42
2211200	221603	Inventory Purchasing Specialist II	46
2211300	221702	Inventory Purchasing Specialist III	49
8502100	853101	Operating Engineer I	45 47
8502200	853302	Operating Engineer II	50 52
8502300	853402	Operating Engineer III	54 56
9204100	925101	Park Aide	23
9328100	932802	Parking Attendant	31
9412100	941202	Parking Specialist	42

Job Class Code	PeopleSoft Job Class Code	Class Title	Range
9201100	922102	Parks Specialist I	35
9201200	922202	Parks Specialist II	43
9201400	922402	Parks District Maintenance Coordinator	54
9201500	922501	Parks Specialist - Lead	46
9441100	944202	Playground Specialist	45

All salary ranges are the King County Squared Table Salary Schedule.

Truncated Steps: 2, 4, 6, 8, 10

** The Parks Division and Division HR shall submit a reclassification for Parks Custodians no later than sixty (60) days after both parties have completed their ratification process, with retroactivity back to January 1, 2019.

For Service Employees International Union, Local 925:

Michael Laslett, Strategic Campaigns Director

For King County:

Janet Parks, Labor Relations Manager

^{*}Pursuant to Personnel Board Decision PB-114, Mediation decision of classification Appeal on behalf of Irene Chaney (10/22/09), and Memorandum of Agreement (010&012VR0109), as long as Ms. Chaney is employed in the "Custodian - Lead" position at the King County Aquatic Center, her salary wage will be Range 37 on the County's Squared Salary table. (Job Class Code: 9101310 / PeopleSoft Job Class Code: 912303)

Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 4 of the Master Labor Agreement
International Brotherhood of Teamsters Local 117
Information Technology Managers and Supervisors - Department of King County
Information Technology, Executive Branch Departments; Department of Executive
Services
[456]

Subject: Career Progression Classification Project and Effective Date

Background:

King County (the County) and Teamsters Local 117 (the Union) are parties to a collective bargaining agreement (The Master Labor Agreement (MLA) and Appendix 4) that expires December 31, 2020, which covers managerial and supervisory employees in the Department of King County Information Technology and the Department of Executive Services, Business Resource Center.

As part of the MLA, this bargaining unit is participating in Total Compensation bargaining for an agreement covering the period of January 1, 2019 – December 31, 2020, addressing issues including General Wage Increases and bargaining unit specific classification salaries.

Separately, the County, through the Classification and Compensation Services (CCS) group in the Human Resources Division, has embarked on a project to review and if necessary update the King County Information Technology (KCIT) and Department of Executive Services, Business Resource Center (BRC) classifications by removing outdated classifications, modifying existing classifications, and adding new classifications. This work is being done pursuant to the Career Progression Classification Project (known as "CP2").

The parties, through the MLA, have previously entered a Memorandum of Agreement, document code 000MLAU0117, which, among other provisions, guarantees no loss in pay for employees whose positions are reclassified pursuant to CP2. This agreement does not modify or supersede that prior agreement.

Though CCS has begun reviewing the IT classifications used in KCIT and the BRC, the project will not be done until sometime in 2019, at the earliest. Because of the overlapping timelines of salary negotiations for this bargaining unit and creation or modification of the classifications represented by the Union, the parties have reached the agreement below.

Agreement:

- 1. Upon completion of the classification review and adoption by the County of new, revised, and/or existing IT classifications used in KCIT and the BRC represented by the Union, the parties shall negotiate wages for the classifications represented by the Union.
- 2. Any changes to base wages shall be effective January 1, 2019, unless otherwise specifically agreed by the parties.

- **3.** This agreement is subject to adoption by ordinance(s) of the Metropolitan King County Council.
- 4. Adoption of any changes in wages pursuant to #1 above shall be by separate agreement and subject to each party's ratification process, as required.

For International Brotherhood of Teamsters Local 117:

John Scearcy, Secretary-Treasurer

For King County:

Sasha Alessi, Labor Negotiator II

2/1/19

Memorandum of Agreement - King County Total Compensation 2019-2020 for Appendix 50 of the Master Labor Agreement Service Employees International Union, Local 925 Wastewater Treatment Division - Department of Natural Resources & Parks [011]

SUBJECT: TOTAL COMPENSATION SMALL TABLE AGREEMENT

This Agreement (Agreement) is entered into by and between King County (the County) and the Service Employees International Union, Local 925 (the Union).

RECITALS

The County and the Union (the Parties) have bargained in good faith during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020.

AGREEMENTS

The County and the Union agree that the Total Compensation Memorandum of Agreement, including the terms and conditions below, represent the entire agreement of the Parties for the period of January 1, 2019 through December 31, 2020.

ARTICLE 15: BENEFIT TIME

15.1 General Description

The Benefit Time (BT) Program recognizes the need for scheduled time away from the job (vacation and holidays), for personal reasons, and for occasions when the employee must be away because of illness or injury. BT is the bank of time accrued for use during scheduled paid time off and unscheduled paid time off (excluding military leave, bereavement leave and jury duty). The program is designed to meet two primary goals. The first is to increase operating efficiency, and the second is to treat employees with dignity and respect.

Eligibility:

A. Full-time regular, part-time regular, provisional, probationary and termlimited temporary (TLT) employees shall accrue benefit time as specified in 15.4.

B. Temporary and Part-time employees in short-term temporary positions and administrative interns shall accrue BT at the rate of 0.025 per hour for each hour in pay status to be used solely as paid sick leave for self-care or to care for a family member and for other qualifying reasons in accordance with state law, County code, and applicable Employer policies.

15.2 Principles

- A. The Benefit Time Program is intended to provide a productive workplace where employees are encouraged to be healthy and regularly be at work.
- B. Operational efficiency is increased by the responsible management of the benefit time usage.

- C. Standards for BT usage will be developed and monitored by the Employer. These standards will recognize the diverse needs of the workplace and individual business team needs. The Employer will consult with the Union regarding these standards prior to implementation.
- **D.** Problems regarding benefit time usage will be resolved in a positive manner consistent with good coaching and conflict resolution principles.
- **E.** The Labor/Management Committee is responsible for overseeing any refinements or improvements to the BT Program.

15.3 Guidelines

- A. BT is to be used for holidays, vacations, prescheduled medical appointments, unexpected short-term absences, illnesses and injuries, and donations, and absences to care for family members pursuant to federal/state law, and the County's Family Medical Leave Policy and this Agreement. The employee is responsible for managing the use of their paid time off.
- **B.** In order to use BT, the hours used must have been accrued by the pay period preceding the absence.
- C. Employees are required to submit requests and receive approval for scheduled time off as far in advance as possible to facilitate business team planning, but at least prior to the end of the previous shift/workday.
- **D.** Employees are required to notify the Employer each day of any unscheduled absence.
- E. All BT shall be coordinated with, and supplementary to, workers' compensation.
- **F.** Except for salaried employees, employees who become ill or injured while at work shall be paid the applicable accrued benefit time for that portion of the shift that they are unable to complete.
- G. As established in the BT Standards, employees (as specified under 15.1.A) unable to work because of any other personal emergency shall be allowed to use BT for any unworked but scheduled hours.
- H. For purposes of leave administration with respect to protected leave notwithstanding, with County approval, Employees may be allowed to use up to 520 hours of BT in a single instance.

15.4 Benefit Time Accrual

The BT Program is built on the sum of vacation leave, sick leave, and holiday pay and is based on a bi-weekly accrual rate available to the employee as it is accumulated on a 2,080 hour year.

Benefit Time accrual shall be based upon County-wide seniority in accordance with the following schedule:

Accrual Rates				
Years of Employment	Annual	Bi-weekly	Hourly	
Less than 5 years	288	11.07692	0.13846	
5 years but less than 8 years	312	12.00000	0.15000	
8 years but less than 10 years	320	12.30769	0.15385	
10 years but less than 16 years	352	13.53846	0.16923	
16 years but less than 17 years	360	13.84615	0.17308	
17 years but less than 18 years	368	14.15384	0.17692	
18 years but less than 19 years	376	14.46154	0.18077	
19 years but less than 20 years	384	14.76922	0.18462	
20 years but less than 21 years	392	15.07692	0.18846	
21 years but less than 22 years	400	15.38461	0.19231	
22 years but less than 23 years	408	15.69230	0.19615	
23 years but less than 24 years	416	16.00000	0.20000	
24 years but less than 25 years	424	16.30769	0.20385	
25 or more years of service	432	16.61538	0.20769	

There shall be no limit on the amount of BT accrued.

15.5 Donation of Benefit Time (BT) and/or Compensatory Time (CT)

Employees (as specified in 15.1.A) will be allowed to donate their accrued BT and/or compensatory time to other employees who are unable to work due to personal circumstances, e.g., illness, injury or personal emergency. There is no limit to the amount of accrued BT and/or CT that can be donated. Hours must be donated in one-hour increments.

This donation of BT and/or CT will only be permitted in those situations where the employee to whom the hours are being donated, has or will shortly be exhausting his/her BT and/or CT. This shall be confirmed with Payroll prior to the commencement of donations by other employees.

No donation will be permitted in situations where the employee is on industrial injury status and is receiving workers' compensation benefits.

Requests for donation will be considered on a case-by-case basis and will be coordinated by the Union shop stewards. The amount of benefit time and/or compensatory time donated shall be based upon the anticipated length of time the employee will be absent from work, as supported by available documentation from the employee's physician.

Employees wishing to donate hours to another represented employee must complete a donation form and submit it to his/her section manager. The manager will approve the form based upon the above criteria and forward it to the Payroll Section.

Donated hours not used within 90 days of donation shall revert to the donor.

Upon receipt of the donation request, Payroll will process the request, and the hours will be transferred to the employees benefit time account in the next regular payroll cycle.

15.6 Cashout

A. UPON RETIREMENT OR DEATH

Upon retirement from the County or death, an employee (as specified in 15.1.A) or their beneficiary, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

All BT in excess of four hundred and eighty (480) hours shall be cashed out at 35% upon retirement

Retirement means an employee is eligible, applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon terminating employment.

B. UPON SEPARATION

An employee (as specified in 15.1.A), upon separation with the County, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

If an employee (as specified in 15.1.A) resigns without giving two weeks' notice, the employee will forfeit thirty-three percent (33%) of his or her accrued BT for that calendar year. They will be paid one-hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

If an employee (as specified in 15.1.A) leaves the Employer after working less than six (6) months, the employee will forfeit sixty percent (60%) of his or her accrued BT. He or she will then be paid 40% of their accrued BT at his or her regular rate of pay.

If the employee (as specified in 15.1.A) is terminated for just cause, the employee will forfeit thirty-three percent (33%) of their accrued BT for that calendar year. They will be paid one hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

15.7 Holidays

Employees (as specified in 15.1.A) are expected to manage their use of BT to cover paid time off for holidays. If a new employee does not have accrued BT to cover a holiday because it is too close to his or her hire date, the employee's next paycheck will be short by the hours that his or her BT bank does not cover.

Except for salaried employees, all work performed on the following holidays shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day

- · Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- · Day after Thanksgiving Day
- Christmas Day
- Day before or after Christmas Day (as scheduling requires for non-shift workers; shift workers will observe the day before Christmas as the holiday)

Holidays will be on the actual day of the holiday for shift crews and on the day King County observes the holiday for employees whose workdays are between Monday and Friday, inclusive. Shift employees required to work on Christmas Eve will be paid one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked.

For Service Employees International Union, Local 925:

Thomas Busien, Surregio Campaigns Brice

For King County:

Bob Railton, Labor Relations Manager

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 5 of the Master Labor Agreement International Brotherhood of Teamsters Local 117

Joint Units Agreement

[461]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and International Brotherhood of Teamsters Local 117 Joint Units (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County and the Union agree to the following terms:

1. The Roads Division will create a new classification for those employees who are currently employed as Career Service Utility II's in the Roads Division. This new classification's name and description is yet to be determined. As soon as administratively practical, a classification draft will be created and presented to the Union for the opportunity to provide input prior to finalization with Compensation and Classification (CCS). The new classification will be placed at range 40 of the King County Squared Table. Upon full ratification of this agreement, but effective retroactive to January 1, 2018, all incumbent Career

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Service Roads Utility Worker II's will be moved to the new classification and will be placed step

to step in the new pay range.

2. The Roads Division will create an additional new classification, placed at Range

39 of the King County Squared Table. The new classification will be utilized for employees

hired into a similar body of work as the current seasonal/STT/TLT status Utility II's in Roads.

This new classification's name and description is yet to be determined. As soon as

administratively practical, a classification draft will be created and presented to the Union for the

opportunity to provide input prior to finalization with CCS. Upon full ratification of this

agreement, but effective retroactive to January 1, 2018, all incumbent seasonal/STT/TLT status

Utility Worker II's in Roads will be moved to the new classification.

3. The King County Print Shop shall be added/accreted to the JUA agreement as a NEW

APPENDIX F.

For International Brotherhood of Teamsters Local 117:

John Scearcy, Secretary Preasure

For King County:

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 5 of the Master Labor Agreement International Brotherhood of Teamsters Local 117 Joint Units Agreement

Appendix F Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)

[461]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the International Brotherhood of Teamsters Local 117 (the Union).

RECITALS

The County and the Union (the Parties) have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020.

AGREEMENTS

The County and the Union agree that the Total Compensation Memorandum of Agreement, including the terms and conditions below, represent the entire agreement of the Parties for the period of January 1, 2019 through December 31, 2020 and that this agreement will become an appendix to the Joint Units Agreement effective January 1, 2019.

F. 1 This APPENDIX F modifies the [461] Joint Units Agreement and replaces the [231] Print Shop Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Division	Range
7212100	721201	Bindery Technician		40
7212000	721001	Bindery Technician – Assistant		29
7210100	720901	Copy Center Technician		35
7211000	721602	Pre-Press Production Specialist		46
7211100	721103	Printing Equipment Technician		40
7210100	720901	Print Shop Specialist I	Facilities Management Division	37
7210200	720801	Print Shop Specialist II	Facilities Management Division	40
7211000	721602	Print Shop Supervisor	Facilities Management Division	48

F.1.1 Retroactive to January 1, 2018, the County agrees to add the new

classifications and associated pay ranges (ranges are pursuant to the King County 10 Step Hourly Squared Schedule) of Print Shop Specialist I, Print Shop Specialist II, and Print Shop Supervisor and reclassify employees to the new classifications.

- **F.2** Employees shall be subject to all terms and conditions of employment provided under the JUA; except, Article 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, Article 6, Article 7.2, 7.3, 7.4, Article 10, Article 13, Article 14.5, 14.14, 14.15.
- **F.3 Lead -** While it is the prerogative of the management to determine which employees of the Print Shop will be designated as Lead and, thus, receive the premium pay, the parties understand and appreciate the concerns of the employees currently so assigned that their lead pay not be revoked without providing an opportunity to discuss the matter. The County therefore, agrees to the following:
- 1. The Division Director or designee will notify the Union and the affected employee at least ten (10) work days prior to revoking the Lead status of that individual.
- 2. If requested by the Union, a meeting will be scheduled to discuss the situation. Scheduling of such a meeting will not serve to delay the revocation of the Lead assignment.
- 3. Upon revocation of the Lead status and Lead pay, the employee will no longer be required to perform the additional duties/functions associated with that Lead assignment.
- 4. Employees assigned to perform lead worker duties shall be paid one dollar and twenty-five cents (\$1.25) per hour premium for all time spent while so assigned.
- **F.4** Temporary Employees Temporary employees receive no benefits or pay in lieu of benefits unless the individual qualifies for same under the County Code.
- **F.5** Pay on Promotion in Unit If an employee of the Print Shop is promoted to another position in the bargaining unit, the first-year rate will be approximately five percent (5%) over the individual's current rate of pay or step one (1) of the new classification, whichever is higher.
- **F.6** Shift Differential Employees assigned to a second shift shall be paid a twenty-seven cents (\$0.27) per hour premium for all time spent while so assigned.
- **F.7** Overtime A minimum of four (4) hours at overtime rate shall be allowed each time an employee is required to work on a normally scheduled day off. Where such overtime exceeds four (4) hours, the actual hours worked shall be paid at overtime rates.
- **F.8 Standard Hours of Work** The standard work week shall consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the lunch period, and not to exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. The working hours of each day shall normally be between 6:00 a.m. and 6:00 p.m. Multiple shifts are recognized as are Alternative Work Schedules such as 4/10 schedule.
- **F.9** 4/10 Work Schedule The County and the Union agree that should a four (4) day ten (10) hour workweek (4/10) be implemented employees working said schedule will be subject to the following conditions:
- 1. <u>Work Day</u> The normal workday shall not exceed ten (10) hours each, exclusive of the lunch period.
- 2. <u>Work Week</u> Employees shall be scheduled to work four (4) consecutive workdays for a total of forty (40) hours per week.

- 3. <u>Vacations</u> Hourly vacation accrual rates shall not be affected upon implementation of a 4/10 work schedule. Vacation benefits shall be expended on an hourly basis (for example, an employee scheduled to work ten (10) hours shall be charged with the use of ten (10) hours of vacation for each day of vacation) and in accordance with Article 9.
- 4. <u>Sick Leave</u> Hourly sick leave accrual rates shall not be affected upon implementation of a four (4) day work schedule. Sick leave benefits shall be based on number of hours worked and shall be expended on an hourly basis and in accordance with Article 10.
- 5. <u>Scheduling</u> Scheduling of days and hours of work shall be the sole prerogative of the County.
- 6. <u>Discontinuance</u> The County shall have the right to discontinue the 4/10 workweek schedule for any business or operational reason provided at least four (4) weeks prior notification is given, after which the terms and conditions of 4/10 workweek schedule portions of this Agreement shall become null and void. Nothing in this Section shall be interpreted in such a way as to prevent individual employees from returning to a five (5) day work week schedule with less than a four (4) week prior notification providing such a change is mutually agreeable between the employee and the County.
- **F.10 Promotion** -FMD subscribes to the career ladder concept and will promote from within consistent with the dictates of good management practice and merit principals. Position vacancies shall be filled in accordance with the King County Personnel Guidelines; provided that regular employees covered by this bargaining agreement shall have notice of the vacancies and the opportunity to request simultaneous consideration for advancement to openings for which they qualify; provided further that hiring decisions shall be the sole province of management.
- **F.11 New Technology or Equipment** In the event that the County acquires new technology, the County shall provide written notice to the Union within a reasonable time prior to installation. The County agrees to meet and confer with the Union regarding the introduction of such technology or equipment and any impact it may have on bargaining unit work. If, as a result of the acquisition of new technology positions are reclassified, any negotiated wage changes will be retroactive to the date the operation of the new technology/equipment commenced.
- **F.12 Pension Re-opener** During the term of this Agreement, the parties agree to negotiate the subject of pension withholding for the Union Pension Fund.
- F.13 Background Check As a condition of employment, all employees are required to pass a background check including a fingerprint based background check as required by the County pursuant to the national Criminal Justice Information Services Security Policy (CJIS). Failure to pass the background check, or revocation of CJIS access, will be just cause to separate the employee from the County. All employees are required to self-report any instance when they have been arrested and/or charged with a crime to their supervisor. Failure to self-report within 24 hours, absent good cause presented by the employee as soon as possible after the arrest and/or charge, is cause for discipline.
- **F.14 Layoff** Regular employees laid off as a result of a reduction of work and/or a shortage of funds shall be laid off within the classification according to the employee's date of hire into a bargaining unit position. Regular employees with the least amount of seniority shall be laid off first; however, in the event of two (2) employees having the same seniority, ability, skill and other relevant job-related factors shall be the determining factors on retention.
 - 1. In the event of a layoff where more senior employees are displaced by lack of

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funds, curtailment of project, etc., then such employees shall be entitled to bump less senior employees, the intent being that the least senior employees will be laid off first.

- 2. Prior to any layoff, all employees other than regular employees in the bargaining unit shall be removed from the payroll first. This shall include temporary employees, interns and probationary employees.
- 3. The County agrees to notify the Union at least two (2) weeks in advance, in writing, of any anticipated reduction-in-force. Such notice shall include the names, classifications, and seniority dates of all regular employees within the affected department and the names, classifications, and seniority dates of employees scheduled to be laid off.

4. Regular employees exercising their bumping rights must be able to qualify for the position into which they propose to bump within a reasonable time of being placed in the position.

5. Employees laid off shall be recalled in the inverse order of layoff for up to two (2) years from the date of layoff, those with the most seniority being recalled first.

F.15 Sick Leave. SEE MLA ARTICLES 11 AND 34.

For International Brotherhood of Teamsters Local 117:

John Scearcy, Secretary Treasurer

For King County:

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement - King County Total Compensation 2019-2020 for Appendix 8 of the Master Labor Agreement International Brotherhood of Teamsters Local 117 Professional & Technical and Administrative Employees [154]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the International Brotherhood of Teamsters Local 117, Professional & Technical and Administrative Employees (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA) or the terms will expire.

AGREEMENTS

The County and the Union have reached agreement that the wage range for the Safety and Health Professional - Certified classification shall be increased from Range 67 to Range 69. The new pay range is as follows:

y range is as fol	lows:	1	d. de
Job Class Code	PeopleSoft Job Code	Classification Title	Range**
2334600	234701	Safety and Health Professional - Certified	69
2334600	2011	Columb	

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

For International Brotherhood of Teamsters Local 117:

For King County:

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 56 of the Master Labor Agreement Washington State Council of County and City Employees, Council 2, Local 1652R Industrial and Hazardous Waste [275]

Subject: Total Compensation Coalition Small Table Terms

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the Washington State Council of County and City Employees, Council 2, Local 1652R (the Union).

BACKGROUND

- 1. The County and the Union have mutually agreed to the changes listed below to be incorporated into Appendix 56 through December 31, 2020.
- 2. This Appendix 56 Memorandum of Agreement should be understood in conjunction with existing terms in Appendix 56, the Master Labor Agreement, and the Total Compensation Agreement 2019-2020.

AGREEMENTS

1. Effective date: This Agreement provides changes to the Appendix and shall be effective January 1, 2019, including changes to Addendum A (Wages) for retroactive pay purposes. The implementation of this Agreement is subject to approval by King County Council.

Job Class Code	1 2 3 1 1 2 3 1 1		Range	
4201100	421216	Administrative Specialist I	33	
4201200	421304	Administrative Specialist II	37	
2810000	281107	Administrative Staff Assistant	48	
2810100	281203	Administrator I	50	
2810200	281322	Administrator II	56	
2501100	1100 252105 Communications Specialist I	51		
2501200	252210	Communications Specialist II	54	
2501300	01300 252306 Commun	Communications Specialist III	58	
7321200			62	
7321400	735008	Database Administrator - Master	72	
7321300	734908	Database Administrator - Senior	67	
2251100	226202	Educator Consultant I	54	
2251200			58	
2251300	226407	Educator Consultant III	62	
7112100	711107	Engineer I	54	

Job Class Code	PeopleSoft Job Code	Classification Title	Dange
7112200	711208	Engineer II	Range 59
7112300	711308	Engineer III	64
7112400	711407	Engineer IV	69
7520300	752305	Environmental Scientist III	64
5321100	535205	Health and Environmental Investigator I	51
5321200	535304	Health and Environmental Investigator II	58
5321300	535404	Health and Environmental Investigator III	60 63
5321400	535503	Health and Environmental Investigator IV	65 68
5326100	538102	Industrial Waste Compliance Investigator I	56
5326200	538202	Industrial Waste Compliance Investigator II	60
5326300	538302 Industrial Waste Compliance Investiga		65
5322100	536102	Industrial Waste Compliance Specialist I	50
5322200	536202	Industrial Waste Compliance Specialist II	53
5322300	536302	Industrial Waste Compliance Specialist III	59
7311200	731708	LAN Administrator - Journey	56
7311400	731908	LAN Administrator - Master	66
7311300	731809	LAN Administrator - Senior	61
2241200	224504	Librarian - Assistant	51
2241300	224603	Librarian - Head	55
2441100	243111	Project/Program Manager I	53
2441200	243215	Project/Program Manager II	58
2441300	243317	Project/Program Manager III	63
7316300	734008	Website Developer - Senior	63

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

For	Washington	State Counci	l of County	and City
Em	ployees, Cou	ncil 2. Local	1652R:	-

Suzette Dickerson, Staff Representative

For King County:

Andre Chevalier, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 10 of the Master Labor Agreement International Brotherhood of Teamsters Local 117 Security Screeners - King County Sheriff's Office [352]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County), the King County Sheriff's Office (KCSO), and International Brotherhood of Teamsters Local 117 Security Screeners (the Union).

RECITALS

1. The County, KCSO, and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County, KCSO, and the Union agree to the following terms:

1. The wage range for the Security Screener and Security Screener - Lead classifications shall be increased by 3 ranges upon full ratification and paid retroactively from January 1, 2018.

The new pay ranges are modified as described below.

Job Code		_	
		Range	
522002	Security Screener	31_34	1-2-3-4-5
522102	Security Screener - Lead	34_37	1-2-3-4-5
	522102	522102 Security Screener - Lead	

King County Sheriff's Office:	
Mitzi Johanknecht, Sheriff	
TRANSIONANINCAN	
Mitzi Johanknecht, Sheriff	

For International Brotherhood of Teamsters Local 117:

John Scearcy, Secretary-Treasurer

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Angela Marshall, Labor Relations Negotiator

For King County:

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 58 of the Master Labor Agreement Washington State Council of County and City Employees, Council 2, Local 2084-S Department of Adult & Juvenile Detention (Juvenile Detention Division Supervisors) [276]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Washington State Council of County and City Employees, Council 2, Local 2084-S (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Union agree that the edited appendix language below represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 5

Section 8. <u>Personal Property:</u> Employees whose personal property is damaged during the performance of their duties shall have same repaired or replaced at County expense; provided, that such reimbursement shall not exceed <u>one hundred and fifty (\$150.00) five hundred dollars (\$500.00)</u> per incident paid by DAJD, claims above \$150 will be reviewed by the Deputy <u>Director and submitted pursuant to DAJD policy to County Risk Management for approval and reimbursement as appropriate</u>. Paperwork necessary to process claims covered under this Section will be initiated by the Division within one pay period upon receipt of the claim from the employee.

Article 6

Section 4. Holiday Compensation:

A. Full-time employees who are eligible for holiday pay shall receive time and

one-half (1-1/2) of their the regular rate of pay for all hours worked on a holiday listed in Section 1.A. above. This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8) straight time hours of holiday pay. Employees who do not work the holiday shall either receive an additional day's pay or shall at their option receive a substitute holiday, administered through the vacation leave bank and following all vacation accrual and usage rules, use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be compensated for in cash.

B. Part-time employees who are eligible for holiday pay and are assigned to work on a holiday shall be paid holiday compensation (1–1/2 the regular rate of pay) for the actual hours worked. In addition to the holiday compensation for actual hours worked, the employees shall receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-rated based on the employee's regularly scheduled working hours. Employees will not be compensated for holidays falling on days which they are not regularly scheduled to work.

Article 10

Section 3.

A. Except as otherwise provided in this Article, employees shall be paid at an overtime rate of time and one-half (1-1/2) of their hourly regular rate of pay for all regular compensated ble hours worked in excess of their regularly scheduled work week. (Exclusive of the 32 hour work week) (For instance if an employee is regularly scheduled to work thirty-six (36) hours in a week, the employee will receive overtime after thirty-six (36) hours; if an employee is regularly scheduled to work forty (40) hours a week, the employee shall be entitled to overtime after forty (40) hours.) The employer will pay overtime at the FLSA regular rate when required by law. Any prior practices of paying enriched rate overtime shall end effective January 1, 2019.

B. Full time detention employees who work <u>contiguous to</u> beyond their regularly assigned work shift (before or after) shall be paid at the overtime rate for the actual time worked

so long as they have not taken vacation leave during that workday. (For instance an employee regularly works a nine (9) hour day, shall receive overtime after the 9th hour worked in a day; an employee who regularly works a ten (10) hour day shall receive overtime after the tenth (10th) hour worked; so long as they have not taken vacation leave during that work day.)

Section 5. An employee may request, and with approval of the Director or designee, may receive compensatory time off (CTO) in lieu of overtime pay. Such time is to be earned at the overtime rate (straight or time and one-half).

Section 5.1 For staff working in positions that must be backfilled when time off is taken, for every two (2) hours of overtime worked, employees may choose to receive up to half of the earned overtime hours as CTO. For all other employees, CTO may be accrued on an hour for hour basis. Employees shall be responsible for the proper submission of Absence Request Forms or revised Absence Request Forms for the use of compensatory time off.

Section 5.2 The maximum amount of CTO that can be accumulated is 80 hours. CTO shall be used in the same manner as vacation leave.

Section 5.3 The use of accrued CTO shall be limited during the months of July, August, December and the last two (2) weeks of November, based on available staffing.

Section 5.43 Except for the above limitations, the use of compensatory time off shall be reviewed for approval on a case-by-case basis.

Section 5.54 Employees may request a cash-out of any unused compensatory time off they have accrued at any time before the pay period including December 31st. Any accrued compensatory time off that has not been used or cashed out voluntarily will be cashed out in the pay period including December 31st.

ARTICLE 21: WAGE RATES

Section 1. <u>Pay Ranges:</u> Wage rates for each classification are set forth in Addendum A, and are pursuant to the Total Compensation Coalition Agreement and Master Labor Agreement.

Wage rates for 2018 shall be adjusted by 1.75%, unless the bargaining unit ratifies the Master Labor Agreement, in which case, it will be 3.25% (inclusive of 1.0% per Total

Compensation Coalition Agreement and .5% Coalition Premium per the Master Labor Agreement).

Wage rates for 2019 and 2020 are yet to be determined and will be bargained in the Total Compensation Coalition.

A. Effective January 1, 2019, prior to increasing wage rates by any General Wage Increase (GWI), the parties agree that \$.40/hour will be added to each employee's wage rate/step, in exchange for the elimination of paid meals and coffee in the Division.

Section 4. Education Incentive

A. Effective January 1, 2019, eligible employees (Corrections Supervisors) who have a Bachelor's Degree in a relevant field, based on Division Director's discretion, from an accredited college or university- will have 2% added to base hourly wage.

B. Effective January 1, 2019, eligible employees (Corrections Supervisors) who have a Master's Degree in a relevant field, based on Division Director's discretion, from an accredited college or university- will have 3% added to base hourly wage.

Employees may only receive one educational incentive pay, either Bachelor's or Master's incentive. The incentive rate will be converted to the correct hourly amount based on their range/step. As for all other incentive pays, they shall cease during no-pay periods.

Employees must provide proof of relevant degree to the Division. Employee's any relevant degree in the future will begin receiving the educational incentive benefit beginning the first day of the pay period following providing documentation of proof of relevant degree to the Division.

Section 5

Education and Longevity Incentive pays shall be paid as multiple components of base pay, and as such shall be paid at the appropriate overtime rate when applicable.

Longevity Addendum B

After <u>40_5</u> years of service as a Supervisor

After <u>45_10</u> years of service as a Supervisor

After 20_15 years of service as a Supervisor

.54/hr

.81/hr

1.08/hr

Years of service is measured by an employee's adjusted service date based on date of hire as a Supervisor.

For Washington State Council of County and City Employees, Council 2, Local 2084-S:

Michael Rainey, Staff Representative

For King County:

Dave Topaz, Labor Relations Negotiator-Senior

Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 13 of the Master Labor Agreement
International Brotherhood of Teamsters Local 117
Wastewater Treatment Division, Professional & Technical and Administrative Support Department of Natural Resources & Parks
[156]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the International Brotherhood of Teamsters Local 117, Wastewater Treatment Division, Professional & Technical and Administrative Employees – Department of Natural Resources & Parks (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County and the Union agree to the following terms:

1. The County and the Union agree to add the classification Customer Services Coordinator - Lead into the Union's CBA at the associated pay range below (referenced to the Squared Table). The County hereby recognizes the Union as the exclusive collective bargaining representative of employees occupying the classification of Customer Services Coordinator — Lead in the Wastewater Treatment Division.

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2230300	223502	Customer Services Coordinator - Lead	59

2. Article 13 of Appendix 13 will be modified as follows:

ARTICLE 13: BENEFIT TIME AND EXTENDED SICK LEAVE

13.1 General Description

The benefit program has two elements to it: one is Benefit Time (BT) and the other is

Extended-Sick Leave (ESL). Both programs are for benefit eligible employees and built on the accrual rate table set forth in Section 13.5. This program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. Benefit Time is administered with the understanding that: a) BT is intended to constitute wages earned for services rendered, and b) because business needs may constrain employees' ability to utilize leave, the Agreement provides for a yearly cash conversion of up to one hundred twenty (120) hours of Benefit Time. BT shall not apply to employees in classifications listed under Addendum D.

13.2 Definitions

A. All BT and ESL time is based on a two thousand eighty (2,080) hour year. BT is the bank of time accrued for use during scheduled paid time off, including holidays, and as well as unscheduled paid time off (excluding bereavement leave and jury duty) once Sick Leave is exhausted to include the first two (2) consecutive days of unscheduled illness for employees and to care for their eligible dependents.

B. ESL Sick Leave is the bank of time accrued for use during all paid nonscheduled illness and pre-scheduled sick leave exceeding two (2) consecutive scheduled workdays for employees and to care for their eligible family members (as defined under RCW 49.46.210(2) and KCC 3.12.220) dependents, as well as for pre-scheduled paid time off (e.g., surgery or tests) or injury of the employee or to care for an eligible dependent.

C. Employees may donate BT and ESL to another benefit eligible employee in accordance with MLA Article 6 County guidelines for donation of vacation and sick leave, respectively.

13.3 Principles

A. The BT program is intended to provide a productive workplace where employees are encouraged to be healthy and regularly be at work.

B. Operational efficiency is increased by the responsible management of the BT usage. The appropriate use of BT rests with the business teams.

13.4 Absence

A. Employees are expected to schedule BT as far in advance as possible to facilitate business team planning. Employees are expected to notify the County each day of any unscheduled absence, in accordance with established notice requirements. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days, the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day. However, all BT and ESL time shall be coordinated with, and supplementary to, Workers' Compensation.

B. Hourly-Non-exempt employees who become ill or who are injured while at work shall apply the applicable accrued <u>SL BT</u> or <u>ESL BT</u> for that portion of the shift that they are unable to complete and is unpaid through Workers' Compensation. This day will be considered the first day of unscheduled absence in case of illness or injury when determining the activation of payment of ESL time. Hourly Non-exempt employees may use accrued BT and ESL in increments of one-half quarter (1/2-4) hour if approved by the supervisor.

C. Salaried Exempt employees use accrued BT in increments of not less than one (1) regular work day. Salaried Exempt employees who are absent for part of a work day will not be required to charge such absences against any accrued leave balances nor will the employee's pay be reduced.

D. Employees unable to work because of any other personal emergency not related to employee or eligible family member illness shall be allowed to use BT for any unworked but scheduled hours.

E. BT and ESL will be paid only to the extent that BT and ESL hours have been accrued by the employee in the pay period immediately preceding the absence.

13.5 BT and ESL Accrual

A. BT accrual shall be as follows and based on a benefit eligible employee's adjusted service date:

	Accrual Rates		
c E-moloyment	Annual	Bi-weekly	Hourly
Years of Employment	232	8,923	0.1115

	Accrual Rates		
Years of Employment	Annual	Bi-weekly	Hourly
5 years but less than 8 years	256	9.846	0.1231
8 years but less than 10 years	264	10.154	0.1269
10 years but less than 16 years	296	11.385	0.1423
16 years but less than 17 years	304	11,692	0.1462
17 years but less than 18 years	312	12.000	0.1500
18 years but less than 19 years	320	12.308	0.1538
19 years but less than 20 years	328	12.615	0.1577
20 years but less than 21 years	336	12.923	0.1615
21 years but less than 22 years	344	13.231	0.1654
22 years but less than 23 years	352	13.538	0.1692
23 years but less than 24 years	360	13.846	0.1731
24 years but less than 25 years	368	14.154	0.1769
More than 25 years of service	376	14.462	0.1808

B. ESL accrual shall accumulate for all employees at a rate of on the basis of fifty-six (56) hours per year (0.0269 hours per hour). In addition, an hourly employee eligible for comprehensive leave benefits who works in excess of 86 hours in a pay period shall accrue additional SL at the rate of 0.025 for each hour worked in excess of 86 hours in that pay period.

C. The hourly accrual rates indicated in this article shall not be construed to mean that FLSA exempt employees receive compensation based on number of hours worked.

13.6 BT and ESL Accumulation

A. Employees with at least four hundred and eighty (480) hours at the pay period ending before April 1st shall have the option to convert BT to cash as follows. Employees in classifications described in Addendum A, and who were hired on or before December 31st, 2017, shall have the option to cash out up to one hundred twenty (120) hours of BT down to a balance of four hundred eighty (480) hours. All other employees shall have the option to cash

out up to forty (40) hours of BT down to a balance of four hundred eighty (480) hours.

B. BT in excess of six hundred (600) hours for employees who can convert up to one hundred twenty (120) hours of BT to cash, or in excess of five hundred twenty (520) for employees who can convert up to forty (40) hours of BT to cash from the pay period ending before April 1st of the calendar year shall be forfeited. Exception: an employee who exceeds their BT cap i.e., six hundred (600) or five hundred twenty (520) hours, on or after April 1 as a direct result of cancellation by the County of the employee's absence shall be allowed to retain the excess hours for up to six (6) additional months (to the following October 1) provided the employee did not have an opportunity to use the excess time before April 1.

C. There shall be no limit on the amount of ESL accrued.

13.7 Upon Retirement or Death

Upon retirement from the County or death, an employee or their beneficiary shall be paid for up to four-hundred eighty (480) hours of accrued BT at one-hundred percent (100%) and for all accrued ESL at thirty-five percent (35%). Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon terminating County employment.

13.8 Employees have successfully completed probation may cash-out a maximum of four hundred eighty (480) hours of BT time upon leaving employment in good standing. Employees returning to regular service who resigned, were separated for non-disciplinary medical reasons or from layoff within two (2) years will have their ESL restored.

13.9 Holidays

A. All work performed on the following holidays by hourly employees shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day

- · Independence Day
- Labor Day
- · Veteran's Day
- Thanksgiving Day
- · Day after Thanksgiving Day
- Christmas Day

B. Holidays will be on the actual day of the holiday for shift crews and on the day the County observes the holiday for employees whose workdays are on Monday through Friday. Shift supervisors required to work on December 24th will be paid one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked.

13.10 Reopener

The parties agree to reopen Section 13.6 in the event that the BT maximum accrual or cash-out rate(s) increases in another bargaining unit representing employees in the Wastewater Treatment Division.

13.11 Employees under Addendum D are eligible for vacation, sick and holiday leaves in accordance with the Personnel Guidelines.

For International Brotherhood of Teamsters Local 117:

John Scearcy, Secretary-Treasurer

For King County:

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 59 of the Master Labor Agreement

Washington State Council of County and City Employees, Council 2, Local 2084-SC Superior Court - Family Court Operations; Court Appointed Special Advocates Specialists and Attorneys (CASA)

[458]

Subject: Total Compensation Coalition Small Table Terms

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and Washington State Council of County and City Employees, Council 2 Superior Court CASA Unit (the Union).

BACKGROUND

- 1. The County and the Union have bargained in good faith during the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. This Agreement is intended to represent the mutually agreed upon changes to be incorporated into Appendix 59 through December 31, 2020. Appendix changes are indicated by strike through or underline.
- 2. This Appendix 59 Memorandum of Agreement should be understood in conjunction with existing terms in Appendix 59, the Superior Court Working Condition Contract, the Master Labor Agreement, and the Total Compensation Agreement 2019-2020.

AGREEMENTS

1. Effective date: This Agreement provides changes to the Appendix and shall be effective January 1, 2019, including changes to Addendum A (Wages) for retroactive pay purposes. The Agreement is subject to approval by King County Council.

ARTICLE 5: WAGES

- **5.1.** Pay Ranges Wage rates for each classification are set forth in Addendum A.
- 5.2. Step Increases
- **A.** Upon successful completion of a probationary period, a regular employee shall advance to the next step in his/her classification wage range.
- **B.** Annual step increases will be given <u>January 1</u> after the first increase described in Article 5.2.A, if the employee's work performance and work habits are satisfactory, as defined in the "Performance Overview"; and until such time that the employee has reached Step 10.

5.3. General Wage Increases

The MLA and <u>2019-2020</u> Total Compensation Agreement(s) provide the agreed upon General Wage Increases (i.e. COLA) for the duration of this Agreement.

5.4. Work Out-of-Classification – The wage and wage related terms set forth in the MLA in Article 15 and Article 37 provide the agreed upon terms for out-of-classification assignments.

5.5. Mileage - Employees mileage reimbursement will be set forth in the MLA in Article 24.

ARTICLE 6: HEALTHCARE AND INSURANCE PLANS

The terms and conditions for health benefits are provided in MLA Article 25 as amended, which provides benefits pursuant to the Joint Labor Management Insurance Committee Agreements.

ARTICLE 18: MANAGEMENT LEAVE

5.1. FLSA-exempt leave eligible employees are eligible for management leave pursuant to the King County Superior Court Administrative Guidelines for Personnel, Section 8.03.

ARTICLE 19: MERIT LEAVE

6.1. Regular employees are eligible for the Merit Leave program per the Superior Court Performance Appraisal Overview Instructions and Procedures, unless they are eligible to receive Merit-Over-Top compensation. No employee eligible to receive Merit-Over-Top pay compensation shall also be eligible to receive Merit Leave.

cba Code: 458

Union Code: N6

ADDENDUM "A" to the AGREEMENT by and between KING COUNTY, WASHINGTON

and

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084-SC (Superior Court) CASA's
January 1, 2018 through December 31, 2020

THIS ADDENDUM is supplemental to the Agreement by and between KING COUNTY, WASHINGTON, hereinafter referred to as the Employer, and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL 2084-SC (Superior Court) CASA's.

A.1 Salary Ranges - The following Salary Ranges of the King County Standardized Annual/FLSA Exempt Salary Schedule below shall be effective January 1, 2019, for retroactive pay purposes upon King County Council ratification. January 1, 2017 through December 31, 2020. See Memorandum of Agreement titled Compensation Agreement (458U0117) for additional detail. The General Wage Increases shall be as provided in Article 5.3 of the collective bargaining agreement.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range Standard Table
6120100	663101	CASA Specialist	53*
6120000	662101	Staff Guardian Ad Litem (GAL) Specialist	53*
6240100	664101	CASA Attorney	61 <u>63</u> *
6240200	664201	Program Attorney/Attorney Guardian Ad Litem	61 <u>63</u> *
-1/		* 35 hours per week	1

MEMORANDUM OF AGREEMENT: CLASSIFICATION STUDY, MERIT LEAVE, AND GENERAL REOPENER

- 1. CLASSIFICATION STUDY/REOPENER. The County will pursue a classification survey of social worker related classifications and pay rates with a target completion date of first quarter 2019. The CASA Specialist classification and Staff GAL Specialist will be included in the compensation survey. Upon completion of the survey, the County will provide notice and an opportunity to bargain to the Union. Any classification wage adjustments specific to the CASA Specialists or Staff GAL Specialist shall be effective January 1, 2019, for retroactive pay purposes.
- 2. MERIT LEAVE/REOPENER. Effective January 1, 2019, the CASA Attorney and Program Attorney/Attorney Guardian Ad Litem classifications shall participate in the Merit Leave program in lieu of the Merit-Over-Top compensation program. Conversely, any new employees hired into the Staff Guardian Ad Litem Specialist (GAL) or CASA Specialist classification hired after January 1, 2019, shall receive Merit Leave in lieu of Merit-Over-Top compensation. Employees in the CASA Specialist and GAL Specialist classifications hired prior to January 1, 2019, shall continue to be eligible for Merit-Over-Top compensation, and shall not be eligible to receive Merit Leave. However, eligibility for Merit-Over-Top and Merit Leave shall be within the scope of bargaining upon completion of the classification study identified above.
- 3. GENERAL WAGE REOPENER. The County agrees to reopen this Agreement on wage rates for CASA Specialist/Attorney and or GAL Specialists/Attorney if the Court's non-represented Social Workers or Unified Family Court Attorney classifications (Early Resolution Case Managers) receive a classification range increase.

For Washington State Council of County and City Employees, Council 2, Local 2084-SC:

Suzette Dickerson, Staff Representative

For King County:

Andre Chevalier, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 14 of the Master Labor Agreement
International Brotherhood of Teamsters Local 117
Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks
[157]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the International Brotherhood of Teamsters Local 117, Wastewater Treatment Division, Supervisors – Department of Natural Resources & Parks (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County and the Union agree to the following terms:

1. Article 13 of Appendix 14 will be modified as follows:

ARTICLE 13: BENEFIT TIME AND EXTENDED SICK LEAVE

13.1 General Description

The benefit program has two elements to it: one is Benefit Time (BT) and the other is Extended Sick Leave (ESL). Both programs are for benefit eligible employees and built on the accrual rate table set forth in Section 13.5. This program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. Benefit Time is administered with the understanding that: a) BT is intended to constitute wages earned for services rendered, and b) because business needs may constrain employees' ability to utilize leave, the Agreement provides for a yearly cash conversion of up to one hundred twenty (120) hours of Benefit Time.

13.2 Definitions

A. All BT and ESL time is based on a two thousand eighty (2,080) hour year. BT is the bank of time accrued for use during scheduled paid time off, including holidays, and as well as unscheduled paid time off (excluding bereavement leave and jury duty) once Sick Leave is exhausted to include the first two (2) consecutive days of unscheduled illness for employees and to care for their eligible dependents.

B. ESL Sick Leave is the bank of time accrued for use during all paid nonscheduled illness and pre-scheduled sick leave exceeding two (2) consecutive scheduled workdays for employees and to care for their eligible family members (as defined under RCW 49.46.210(2) and KCC 3.12.220) dependents, as well as for pre-scheduled paid time off (e.g., surgery or tests) or injury of the employee or to care for an eligible dependent.

C. Employees may donate BT and ESL to another benefit eligible employee in accordance with MLA Article 6 County guidelines for donation of vacation and sick leave, respectively.

13.3 Principles

- A. The BT program is intended to provide a productive workplace where employees are encouraged to be healthy and regularly be at work.
- **B.** Operational efficiency is increased by the responsible management of the BT usage. The appropriate use of BT rests with the business teams.

13.4 Absence

A. Employees are expected to schedule BT as far in advance as possible to facilitate business team planning. Employees are expected to notify the County each day of any unscheduled absence, in accordance with established notice requirements. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days, the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day. However, all BT and ESL time shall be coordinated with, and supplementary to, Workers' Compensation.

B. Hourly Non-exempt employees who become ill or who are injured while at

work shall apply the applicable accrued <u>SL BT</u> or <u>ESL BT</u> for that portion of the shift that they are unable to complete and is unpaid through Workers' Compensation. This day will be considered the first day of unscheduled absence in case of illness or injury when determining the activation of payment of ESL time. Hourly Non-exempt employees may use accrued BT and ESL in increments of one-half quarter (1/2-4) hour if approved by the supervisor.

- C. Salaried Exempt employees use accrued BT in increments of not less than one (1) regular work day. Salaried Exempt employees who are absent for part of a work day will not be required to charge such absences against any accrued leave balances nor will the employee's pay be reduced.
- D. Employees unable to work because of any other personal emergency not related to employee or eligible family member illness shall be allowed to use BT for any unworked but scheduled hours.
- E. BT and ESL will be paid only to the extent that BT and ESL hours have been accrued by the employee in the pay period immediately preceding the absence.

13.5 BT and ESL Accrual

A. BT accrual shall be as follows and based on a benefit eligible employee's adjusted service date:

	Accrual Rates		
Years of Employment	Annual	Bi-weekly	Hourly
	232	8.923	0.1115
Less than 5 years 5 years but less than 8 years	256	9.846	0.1231
8 years but less than 10 years	264	10.154	0.1269
10 years but less than 16 years	296	11.385	0.1423
16 years but less than 17 years	304	11.692	0.1462
17 years but less than 18 years	312	12.000	0.1500
18 years but less than 19 years	320	12.308	0.1538

Accrual Rates		
Annual	Bi-weekly	Hourly
328	12.615	0.1577
336	12.923	0.1615
344	13.231	0.1654
352	13.538	0.1692
360	13.846	0.1731
	14.154	0.1769
»	14,462	0.1808
	Annual 328 336 344	Annual Bi-weekly 328 12.615 336 12.923 344 13.231 352 13.538 360 13.846 368 14.154

B. ESL accrual shall accumulate for all employees at a rate of on the basis of fifty six (56) hours per year (0.0269 hours per hour). In addition, an hourly employee eligible for comprehensive leave benefits who works in excess of 86 hours in a pay period shall accrue additional SL at the rate of 0.025 for each hour worked in excess of 86 hours in that pay period.

C. The hourly accrual rates indicated in this article shall not be construed to mean that FLSA exempt employees receive compensation based on number of hours worked.

13.6 BT and ESL Accumulation

A. Employees with at least four hundred and eighty (480) hours at the pay period ending before April 1st shall have the option to convert up to one-hundred twenty (120) hours of BT to cash if their classification is listed under Addendum A. Employees whose classifications are listed under Addendum A who promote into a position covered by this Agreement and all employees hired after January 1, 2018, will be limited to converting forty (40) hours of BT time to cash. Except, employees hired or promoted into a rotating shift Wastewater Treatment Supervisor position after January 1, 2018 will be able to convert up to eighty (80) hours of BT into cash. Except further, Wastewater Treatment Supervisors who are hired before January 1, 2018 and eligible for converting up to one hundred twenty (120) hours of BT to cash will retain their cash out rate when moving from or to a rotating shift to non-rotating shift position. All

other BT eligible employees be able to convert up to forty (40) hours of their BT time to cash, down to a balance of four hundred and eighty (480) hours.

B. BT in excess of six hundred (600) hours for employees who can convert up to one hundred twenty (120) hours of BT to cash, or in excess of five hundred and sixty (560) for employees who can convert up to eighty (80) hours of BT to cash, or in excess of five hundred twenty (520) for employees who can convert up to forty (40) hours of BT to cash from the pay period ending before April 1st of the calendar year shall be forfeited. Exception: an employee who exceeds their BT cap i.e., six hundred (600) or five hundred and sixty (560) or five hundred twenty (520) hours, on or after April 1 as a direct result of cancellation by the County of the employee's absence shall be allowed to retain the excess hours for up to six (6) additional months (to the following October 1) provided the employee did not have an opportunity to use the excess time before April 1.

C. There shall be no limit on the amount of ESL accrued.

13.7 Upon Retirement or Death

Upon retirement from the County or death, an employee or their beneficiary shall be paid for up to four-hundred eighty (480) hours of accrued BT at one-hundred percent (100%) and for all accrued ESL at thirty-five percent (35%). Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County employment.

13.8 Employees have successfully completed probation may cash-out a maximum of four hundred eighty (480) hours of BT time upon leaving employment in good standing. Employees returning to regular service who resigned, were separated for non-disciplinary medical reasons or from layoff within two (2) years will have their ESL restored.

13.9 Holidays

A. All work performed on the following holidays by hourly employees shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

B. Holidays will be on the actual day of the holiday for shift crews and on the day the County observes the holiday for employees whose workdays are on Monday through Friday. Shift supervisors required to work on December 24th will be paid one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked.

For International Brotherhood of Teamsters Local 117:

John Scearcy, Secretary-Theasurer

1/31

For King County:

2/1/19

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 63 of the Master Labor Agreement
International Brotherhood of Teamsters Local 117
Transit Design and Construction Supervisors - Department of Transportation, Interest
Arbitration
[153]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the International Brotherhood of Teamsters, Local 117 (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Union agree that the appendix language, as modified by the attached Memorandum of Agreement (Subject: Withdrawal from Western Conference of Teamsters Pension Trust) represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

For International Brotherhood of Teamsters Local 117:

John Scearcy, Secretary-Theasurer

David Levin, Labor Relations Negotiator-Senior

Memorandum of Agreement International Brotherhood of Teamsters Local 117 Transit Design and Construction Supervisors - Department of Transportation, Interest Arbitration [153]

Subject: Withdrawal from Western Conference of Teamsters Pension Trust

- 1. Effective as soon as practicable upon ratification of this Agreement by the King County Council, and on the first day of a pay period, King County will cease making contributions to the Western Conference of Teamsters Pension Trust (WCTPT) on behalf of the employees in the Transit Design & Construction Supervisors' bargaining unit.
- 2. Effective as soon as practicable upon ratification of this Agreement by the King County Council, Article 18 of the Collective Bargaining Agreement is deleted. On this date, the salary reduction model that is authorized by Article 18 will cease.
- 3. It is estimated that the withdrawal liability for this bargaining unit is approximately \$24,000. The bargaining unit will be liable for the actual unfunded liability associated with its withdrawal. The \$24,000 will be paid as soon as practicable, following the ratification of this Agreement by the King County Council in equal amounts by the following current members of the bargaining unit: Jennifer Altschuler, Ronald Atherley, Michael Chargualaf, David Crippen, John Davis, Paul Eng, Michele Kaplan, Elizabeth Krenzel, Charles Reynolds, and Gregory Suko.
- 4. These ten employees are required to sign a promissory note that commits them to paying \$2,400 as well as their share of any amount that is assessed through the "true up" process described in paragraph 6 below. The notes will authorize the County to make payroll deductions as needed to collect these amounts owed to the County and to initiate collection actions if the employees fail to fulfill their obligations. These promissory notes must be signed by all ten employees as a condition of King County implementing the other terms of this Agreement. To pay the \$2,400, each employees may elect from one of the following two options:

 An employee may elect to make a lump sum payment of \$2,400 reflecting his/her portion of the \$24,000 by remitting a check to King County.

- An employee may elect to have a \$3.00/hour payroll deduction until a total of \$2,400 has been collected. This payroll deduction will be after taxes and will continue until King County has collected a net \$2,400 from the employee.
- 5. It is understood by both Parties that upon the cessation of the language of Article 18, all wages (inclusive of the \$3.00/hr) shall be reported to DRS.
- 6. When the final unfunded liability associated with this bargaining unit's withdrawal from the WCTPT is known, as reported by the WCTPT (estimated to be in 2020 or 2021), there shall be a "true up" in the event of an overcollection or undercollection.
 - o If the \$24,000 that King County has collected is greater than the actual unfunded liability associated with this group's withdrawal, then King County will repay to the employees any overage. This amount will be paid equally to employees who participated in the payments described in Paragraph 4 above no later than sixty

- (60) days following the date that the County receives notice of such from the
- If the \$24,000 that King County has collected is insufficient to cover the unfunded liability associated with this group's withdrawal, within sixty (60) days of receiving notice from the WCTPT, the Parties may reopen negotiations and make a good faith effort to reach an agreement to determine an acceptable approach to collecting this amount. If no such agreement is reached, King County will initiate collection actions on the promissory notes that were signed with the ten employees in paragraph 4, above.
- 7. This agreement to cease this bargaining unit's participation in the WCTPT is broadly premised on the Parties' agreement that there shall be no cost borne by King County associated with this bargaining unit's withdrawal. In the event that any disputes arise concerning this Agreement or the withdrawal of this bargaining unit from the WCTPT, the Parties agree that any outcome should result in no cost being borne by King County.
 - 8. This Memorandum of Agreement expires after all of its terms have been discharged.

For International Brotherhood of Teamsters Local 117:

John Scearcy, Secretary Treasurer

David Levin, Labor Relations Negotiator-Se

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 15 of the Master Labor Agreement Joint Crafts Council, Construction Crafts [350]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Joint Crafts Council (JCC or the Unions).

RECITALS

1. The County and the Unions have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Unions agree that the attached document with edited appendix language represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Unions further agree that these language changes will be added in to the appendix during MLA bargaining for the period of January 1, 2021 forward subject to any limitations below.

Appendix Language Changes effective January 1, 2019:

APPENDIX D - International Brotherhood of Electrical Workers Local 46
D.5 Tools and Protective Clothing — The County will provide all tools and protective clothing required to perform the assigned work. Upon hire, the Facilities Management Division shall offer each bargaining unit member in that Division at least four (4) work shirts, and four (4) pairs of work pants and shall replace them as needed. Other items may be offered by Management. The parties agree to utilize or convene a special Labor Management Committee in affected Departments as soon as feasible after implementation of this Agreement for the purpose of discussing fire retardant clothing upon request by the Union.

APPENDIX G - UNITEHERE! Local 8

- G.4 Wellness Incentive Plan Employees within the bargaining unit who, during a payroll year (as reflected on the December 20th or last paycheck of the year), use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a vacation day to be used in the following calendar year.
- G.11 Overtime Calculation The Parties agree that the overtime calculation described in Article 7.1 of this Agreement shall be calculated consistently with the FLSA, and that any past practices in DAJD regarding calculation of overtime shall be discontinued.

APPENDIX H - International Union of Operating Engineers Local 286

The Parties hereby agree to increase the pay ranges for the Operating Engineer I, Operating Engineer II, Operating Engineer II - Lead, and Operating Engineer III classifications by two ranges, effective January 1, 2019. These changes are reflected in the revised salary table below:

lob Class	PeopleSoft	Classification Title	Pay Range	Steps
Code	Job Code		45 47	1-2-3-4-5 *
8502100	853102	Operating Engineer I		1-2-3-4-5 *
8502200	853303	Operating Engineer II	50 <u>52</u>	1-2-3-4-3
	833303		53 55	1-2-3-4-5 *
8502400	853602	Operating Engineer II - Lead	33 55	
		Operating Engineer III	54 <u>56</u>	1-2-3-4-5 *
8502300	853401	eps 2-4-6-8-10 on the King County asq	111 TO . CI -	Ladula

The County and the International Union of Operating Engineers, Local 286 agree that the language stricken below shall be suspended just for the term of the current Master Labor Agreement. The Parties note that this Agreement is set to expire at the end of 2020 and the Parties intend to engage in good-faith bargaining for a successor collective bargaining agreement, including further discussing this language. The Parties do not intend for the suspension of this language to affect the application of any statutory or regulatory licensure requirements related to the bargaining unit's work. The County acknowledges that all such legal requirements apply.

"Operating Engineer I, II, II Lead, and III: The parties understand and agree that employees in the Operating Engineer classification series must possess all the qualifications (presently required), including required licenses for journey level assignments (which includes the Grade #3 Steam Engineer and Refrigeration Operating Engineer licenses). Employees hired on or after the effective date of this Agreement who do not possess minimum qualifications for journey level work will be appointed to the Operating Engineer I classification, and will be expected to obtain all journey level qualifications (which include Grade #3 Steam Engineer and Refrigeration Operating Engineer licenses) within twelve (12) months, as a condition of continued employment. The employee will be appointed to the Operating engineer II classification effective the first day of the pay period following the date the employee attains all journey level qualifications for his/her position."

Ву:	G7C >>
<i>D</i>).	Jeff Thorson, Contracts Administrator Pacific Northwest Regional Council of Carpenters
Ву:	Bobby Joe Murray, Business Representative International Association of Machinists and Aerospace
Ву:	Steve Behling, Assistant Business Manager International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104
By:	Janet Lewis, Business Representative International Brotherhood of Electrical Workers Local 46
By:	Elizabeth Rockett, Field Representative
	International Union of Painters and Allied Trades District Council 5/
By:	Ed Holmes, Plumber Business Agent United Association of Plumbers and Pipefitters Local 32
Ву:	Natalie Kelly, Lead Organizer UNITEHERE! Local 8
Ву:	Mike Bolling, Business Representative
	International Union of Operating Engineers Local 286
Ву:	Bo Jeffers, Business Representative Laborers' International Union of North America Local 1239
Ву	1/2/5/1/2

Jeff Thorson, Contracts Administrator Pacific Northwest Regional Council of Carpenters Bobby Joe Murray, Business Representative International Association of Machinists and Aerospace Workers Local 289 Steve Behling, Assistant Business Manager International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104
International Association of Machinists and Aerospace Workers Local 289 Steve Behling, Assistant Business Manager International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
International Association of Machinists and Aerospace Workers Local 289 Steve Behling, Assistant Business Manager International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
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Janet Lewis, Business Representative International Brotherhood of Electrical Workers Local 46
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Elizabeth Rockett, Field Representative International Union of Painters and Allied Trades District Council 5
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Ed Holmes, Plumber Business Agent United Association of Plumbers and Pipefitters Local 32
Natalie Kelly, Lead Organizer UNITEHERE! Local 8
Mike Bolling, Business Representative International Union of Operating Engineers Local 286
Bo Jeffers, Business Representative Laborers' International Union of North America Local 1239
7756
Dave Tonaz Labor Relations Negotiator-Senior

Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 65 of the Master Labor Agreement
International Brotherhood of Teamsters Local 117
Wastewater Treatment Division, Managers and Assistant Managers - Department of
Natural Resources & Parks
[159]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the International Brotherhood of Teamsters Local 117, Wastewater Treatment Division, Managers and Assistant Managers – Department of Natural Resources & Parks (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County and the Union agree to the following terms:

1. The following shall replace Addendum A of Appendix 65 upon full ratification of this MOA. The 2019 wage rates shall be paid retroactively from January 1, 2019, with the exception of Wastewater Operations Manager which shall be paid retroactively from January 13, 2018. The 2020 wage rates shall be effective on January 1, 2020.

ADDENDUM A Teamsters Local 117 Wastewater Treatment Division, Managers and Assistant Managers Department of Natural Resources and Parks

Job Class Code	PeopleSoft Job Class Code	Classification Title	2019 Range	2020 Range
7111600	712901	Capital Improvements Program Section Manager	75	75
7111501	715701	Environmental Programs Section Manager	76	76

Job Class Code	PeopleSoft Job Class Code	Classification Title	2019 Range	2020 Range
2142100	220101	Financial Services Manager - WTD	79	**
7151100	719101	Project Planning and Delivery Section Manager	83	85
7151200	719201	Project Resources Unit Manager	78	79
7111400	712701	Wastewater Operations Manager	83*	85
7111450	712712	Wastewater Treatment Plant Manager - Assistant	78	79

All salary ranges are on the King County "Squared" Salary Schedule

*Retroactive increase to be paid effective 1/13/18

2. Article 5 of Appendix 65 will be modified as follows:

ARTICLE 5: BENEFIT TIME

5.1 General Description

Extended-Sick Leave (ESL). Both programs are for benefit eligible employees and built on the accrual rate table set forth in Section 5.5. This program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. BT is administered with the understanding that: a) BT is intended to constitute wages earned for services rendered replacement when an employee is in leave, and b) because business needs may constrain employees' ability to utilize leave, the Collective Bargaining Agreement provides for a yearly cash out conversion of up to one hundred and twenty (120) hours of BT.

5.2 Definitions

^{**}The County and Union will reopen wage discussions for the Financial Services Manager by the end of the 3rd quarter of 2019. Any agreed upon increases would be effective upon full ratification of the parties and paid retroactive to 1/1/20.

- A. All BT and ESL time is based on a two thousand eighty (2,080) hours per year. BT is the bank of time accrued for use during scheduled paid time off, including holidays, and as well as unscheduled paid time off (excluding bereavement leave and jury duty) to include the first two (2) consecutive days of unscheduled illness or injury once Sick Leave is exhausted.
- B. ESL is the bank of time accrued for use during all paid nonscheduled illness or injury exceeding two (2) consecutive scheduled workdays and prescheduled medical leave for employees and their dependents, as well as for scheduled paid time off for medical reasons family members (as defined under RCW 49.46.210(2) and KCC 3.12.220).
- C. Employees may donate BT and ESL to another benefit eligible employee in accordance with Article 5.8 MLA Article 6. For purposes of clarification, BT donation shall be consistent with MLA vacation leave donation.

5.3 Principles

- A. The BT program is intended to provide a productive workplace where employees are encouraged to be healthy and regularly be at work.
- **B.** Operational efficiency is increased by the responsible management of the benefit time usage.

5.4 Absence

- A. Employees are expected to schedule BT as far in advance as possible to facilitate business planning. Employees are expected to notify their supervisor each day of any unscheduled absence in accordance with WTD notice requirements. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days, the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day. However, all BT and ESL time shall be coordinated with, and supplementary to, Workers' Compensation.
- B. Salaried Exempt employees use accrued BT and ESL in increments of not less than one (1) regular work day. Salaried employees who are absent for part of a work day will not be required to charge such absences against any accrued leave balances nor will the employee's pay be reduced.
 - C. BT and ESL may be used and will be paid only to the extent that BT and ESL

hours have been accrued by the employee in the pay period immediately preceding the absence.

5.5 Benefit Time Accrual and Extended-Sick Leave Accrual

A. BT accrual shall be as follows and based on a benefit eligible employee's adjusted service date:

William Control of the Control of th	Accrual Rates		
Years of Employment	Annual	Bi-weekly	Hourly
Less than 5 years	232	8.923	1 -3
5 years but less than 8 years	256	9.846	0.1115
8 years but less than 10 years	264	10.154	0.1231
10 years but less than 16 years	296		0.1269
16 years but less than 17 years	304	11.385	0.1423
17 years but less than 18 years	312	11.692	0.1462
18 years but less than 19 years	320	12.000	0.1500
19 years but less than 20 years	328	12.308	0.1538
20 years but less than 21 years		12.615	0.1577
1 years but less than 22 years	336	12.923	0.1615
2 years but less than 23 years	344	13.231	0.1654
3 years but less than 24 years	352	13.538	0.1692
4 years but less than 25 years	360	13.846	0.1731
lore than 25 years of service	368	14.154	0.1769
R. Annual and him at	376	14.462	0.1808

- B. Annual and bi-weekly totals in the above table are approximations and may vary slightly based on the hourly rate.
- C. ESL accrual shall accumulate for all benefits eligible employees on the basis of fifty-six (56) hours per year (at the rate of 0.0269 hours per hour).
- D. The hourly accrual rates indicated in this article shall not be construed to mean that salaried exempt employees receive compensation based on number of hours worked.

5.6 Benefit Time Accumulation and Extended Sick Leave Accumulation and

Conversion

A. For employees hired prior to January 1, 2019, Tthe maximum accumulated carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be six hundred (600) hours. Employees with at least four hundred and eighty (480) hours at that time shall have the option to convert up to one hundred and twenty (120) hours to cash, down to a balance of four hundred and eighty (480) hours. For employees hired on or after January 1, 2019, the maximum accumulated carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be four hundred and forty (440) hours. Employees with at least three hundred and twenty (320) hours at that time shall have the option to convert up to one hundred and twenty (120) hours to cash, down to a balance of three hundred and twenty (320) hours.

- B. There shall be no limit on the amount of ESL accrued.
- C. Current benefit eligible County employees who are new in the unit and who have more than 40 hours of sick leave may convert up to forty (40) hours from their sick leave balance into BT. Any remaining sick leave balance at the end of the year will be carried over to the following year will convert into ESL. For such employees who have less than 40 hours of accrued sick leave, all sick leave accruals will be converted to BT time. Vacation leave balances
- D. Unless modified by a VEBA agreement employees who have successfully completed probation may cash-out a maximum of 480 hours, or 320 hours for employees hired on or after January 1, 2019, of BT time upon leaving employment in good standing. Employees returning to regular service who resigned, were separated for non-disciplinary medical reasons or from layoff within two (2) years will have their ESL restored.

5.7 Upon Retirement or Death

Upon retirement from the County or death, a benefits eligible employee or their beneficiary shall be paid for up to four-hundred eighty (480) hours, or three hundred twenty (320) hours for employees hired on or after January 1, 2019, of accrued BT at one-hundred percent (100%) and for all accrued ESL at thirty-five percent (35%), unless modified by a VEBA agreement. Retirement as a result of length of service means an employee is eligible, applies for

and begins drawing a pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County employment.

5.8 Leave Donation - See MLA Article 6.

For International Brotherhood of Teamsters Local 117:

For King County:

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 17 of the Master Labor Agreement King County Regional AFIS Guild Automated Fingerprint Identification System - King County Sheriff's Office [463]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County), the King County Sheriff's Office (KCSO), and King County Regional AFIS Guild (the Guild).

RECITALS

1. The County, KCSO, and the Guild have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019, with the exception of Article 8.2.A below which will be effective retroactive to June 2, 2018. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County, KCSO, and the Guild agree to the following terms:

1. The wage range for the Tenprint Information Specialist classification shall be increased from Range 41 to Range 43. Effective January 1, 2019 the new pay range is as follows:

Job Class Code	People Soft Job Class Code	Classification	SQUARED TABLE RANGE
4401100	441504	Tenprint Information Specialist	43

2. Effective retroactive to June 2, 2018, Article 8 of Appendix 17 will be modified by adding the below Section 8.2.A.:

Section 8.2.A. Off-Duty Training, Meetings, or Court Appearances: The provisions of this section apply only for the purposes of mandatory training, meetings, or court appearance events outside of regularly scheduled work hours. A minimum of four (4) hours of pay at the overtime rate shall apply to employees required to attend events while on furlough or vacation, or when required to return to work outside of regularly scheduled work hours. If the event is directly before or after a shift, and extends a regularly scheduled work day, it will be considered a shift extension and employees will be compensated for the amount of time spent before or after their shift.

King County	Sheriff's	Office:
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Mitzi Johanknecht, Sheriff

For King County Regional AFIS Guild:

Mark Roberts, President

For King County:

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 60 of the Master Labor Agreement Washington State Council of County and City Employees, Council 2, Local 2084-SC Superior Court - Staff (Wages Only) [273]

Subject: Total Compensation Coalition Small Table Terms

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and Washington State Council of County and City Employees, Council 2, Local 2084-SC Staff Unit (the Union).

BACKGROUND

- 1. The County and the Union have bargained in good faith during the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. This Agreement is intended to represent the mutually agreed upon changes to be incorporated into Appendix 60 through December 31, 2020. Appendix changes are indicated by strike through or underline.
- 2. This Appendix 60 Memorandum of Agreement should be understood in conjunction with existing terms in Appendix 60, the Superior Court Working Condition Contract, the Master Labor Agreement, and the Total Compensation Agreement 2019-2020.

AGREEMENTS

1. Effective date: This Agreement provides changes to the Appendix and shall be effective January 1, 2019, including changes to Addendum A (Wages) for retroactive pay purposes. The Agreement is subject to approval by King County Council.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

- 2.1. The County recognizes the Union as the exclusive bargaining representative relative to wages and wage-related matters for all employees, excluding supervisors and confidential employees, in the classifications listed under the Addendum A. The bargaining unit description can be found under Public Employment Relations Commission Decision 7397 12909 (PECB, 201801).
- 2.2. Union Membership It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit after its effective date shall, on the thirtieth (30) day following the

beginning of such employment, become and remain members in good standing in the Union or pay an agency fee.

- 2.2. Dues Deduction Upon receipt of written authorization individually signed by an employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the business manager of WSCCCE and shall transmit the same to its treasurer.
- 2.3. Indemnification The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

ARTICLE 5: WAGES

5.1. Pay Ranges - Wage rates for each classification are set forth in Addendum A.

5.2. Step Increases

- A. Upon successful completion of a six (6) month probationary period, a regular employee shall advance to the next step in his/her classification wage range. If the probationary period is for one (1) year, the regular employee shall be advanced to the next step upon satisfactory completion of the first six (6) months of employment.
- B. Annual wage step increases will be given January 1 after the first increase described in Section 5.2.A, if the employee's work performance and work habits are satisfactory; and until such time that the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the discretion of the manager/designee. Additional wage step increases shall be subject to the Superior Court Performance Appraisal Merit Increase Table in the Performance Appraisal Overview Instructions and Procedures, as updated or modified by the Court. If the Superior Court Performance Appraisal Merit Increase table is changed, the Court shall provide notice to the union, and bargain impacts of the decision.

5.3. General Wage Increases

A. The MLA Article 29 and Total Compensation Agreement(s) provide the agreed upon General Wage Increases (i.e. COLA) for employees under this Agreement.

ARTICLE 7: HOLIDAY LEAVE

2.1. MLA Article 10 shall apply, except as modified and supplemented below in this

Article.

- 2.2 (A) Full-time leave eligible employees not assigned to the Screening Unit who are eligible for holiday pay shall receive time and one-half (1-1/2) the regular rate of pay for all hours worked on a holiday listed in the MLA. This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8) straight time hours of holiday pay. When a holiday falls on a day, other than a Saturday or Sunday, that an employee is not scheduled to work he/she shall either receive an additional day's pay or shall at their option receive a substitute holiday, use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be compensated for in cash.
- 2.2 (B) Part-time leave eligible employees not assigned to the Screening Unit who are eligible for holiday pay and work on a holiday shall be paid time and one-half (1-1/2) the regular rate of pay for the actual hours worked. In addition, the employees shall receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-rated based on the employees regularly scheduled working hours. Employees will not be compensated for holidays falling on days which they are not regularly scheduled to work.
- 2.3 (A) SCREENING UNIT: Full-time leave eligible employees assigned to the Screening Unit eligible for holiday pay, shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on the date specified in the MLA 10.1 Holiday Table rather than a designated alternative day of observance per MLA 10.2. Employees shall not receive holiday premium pay for working on an alternate day of observance. Holiday compensation for hours actually worked on a holiday listed in MLA Holiday Table shall be in addition to the eight (8) straight time hours of holiday pay. Full-time employees not scheduled to work on a holiday in the MLA Table shall receive eight (8) straight time hours of holiday pay.
- 2.3 (B) SCREENING UNIT: Part-time leave eligible employees assigned to the Screening Unit eligible for holiday pay, shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on the date specified in the MLA Holiday Table rather than a designated alternative day of observance per MLA 10.2. Employees shall not receive holiday premium pay for working on an alternate day of observance. Holiday compensation for hours actually worked on a holiday listed in MLA Holiday Table shall be in addition to the prorated

straight time hours of holiday pay. Part-time employees not scheduled to work on a holiday in the MLA Table shall receive prorated straight time holiday pay based on their regularly scheduled work hours.

ARTICLE 8: VACATION LEAVE

- 5.1. Leave eligible employees shall accrue vacation leave according to MLA Article 9 and 35, and as modified and supplemented below. Administration of vacation leave shall be pursuant to the Court (see Article 6 of the Superior Court Working Condition contract).
- 5.2. Leave eligible employees shall not take or be paid for vacation leave until they have successfully completed their first six (6) months of service in a paid leave eligible position, unless Section 5.3 applies. This section does not apply when using accrued vacation leave for a qualifying event under the Washington Family Care Act. Employees leaving employment prior to successfully completing their first six (6) months of service shall forfeit and not be paid for accrued vacation leave.
- 5.3. Vacation leave may be used in quarter (1/4) hour increments, at the discretion of the manager/designee for hourly employees.
- 5.4. Employees who are in a probationary period as a result of promotion shall be entitled to use vacation time accrued while they are in a probationary status in their new position subject to the approval of the manager/designee.
 - **5.5.** The Court is responsible for the scheduling of vacation leave.
 - 5.6. Vacation Scheduling. See Superior Court Working Condition contract, Article 6.
- **8.1.** The parties agree paid vacation shall be provided pursuant to MLA Articles 9 and 35, except as provided below.
- 8.2. Part-time Employees Employees eligible for vacation leave who work a part time schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section 8.1.; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled workweek.
- 8.3. Employees eligible for vacation leave shall accrue vacation leave from their date of hire. Employees may accrue vacation leave each pay period which may not be used until earned.
 - 8.4. Employees eligible for vacation leave shall not be eligible to take or be paid for

vacation leave until they have successfully completed their first six (6) months of service in a paid leave eligible position. This section does not apply when using accrued vacation leave for a qualifying event under the Washington Family Care Act. Employees leaving employment prior to successfully completing their first six (6) months of service shall forfeit and not be paid for accrued vacation leave.

- 8.5. Employees eligible for vacation leave shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six (6) months of service in a paid leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving employment less mandatory withholdings.
- 8.6. Employees eligible for vacation leave may accrue up to sixty (60) days vacation calculated/adjusted to reflect the normal biweekly schedule not to exceed four hundred thirty two (432) hours. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the director/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the Court.
- 8.7. In cases of separation from employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six (6) months of service in a paid leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.
- 8.8. If a regular employee eligible for vacation leave resigns or is laid off and subsequently returns to regular employment within two (2) years from such resignation or layoff, as applicable, the employee's prior service shall be counted in determining the vacation leave accrual rate under Sections 8.1.
- **8.9.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of the manager/designee.

- **8.10.** Employees who are in a probationary period as a result of promotion shall be entitled to use vacation time accrued while they are in a probationary status in their new position subject to the approval of the manager/designee.
- 8.11. The Court is responsible for the scheduling of vacation leave.

ARTICLE 9: SICK LEAVE

- 9.1. Leave eligible employees shall accrue and use sick leave benefits pursuant to MLA Article 34. Administration of sick leave shall be pursuant to the Court (see Article 6 of the Superior Court Working Condition contract).
- 9.1. Leave eligible employees shall accrue and use sick leave benefits pursuant to the MLA Article 34. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests.

ARTICLE 10: MEDICAL AND FAMILY LEAVE

- 10.1. Family and medical leave shall be provided pursuant to MLA Article 11.1 for all employees. Additionally, for employees hired before January 1, 2007, MLA Article 11.2 shall also apply. No employees hired after January 1, 2007, shall be eligible to receive King County Family Medical Leave benefits provided in Article 11.2, unless otherwise agreed in writing.
- 10.2. Employees hired before January 1, 2007, shall have a one-time opt-out option of MLA Article 11.2 (King County Family Medical Leave) by providing written notice to Superior Court Human Resources. Employees that decide to opt-out of MLA Article 11.2, shall receive family and medical leave benefits provided by Superior Court Administrative Guidelines, including Parental Leave benefits in Section 8.05 (h). Employees that exercise this option may not revert back to receiving King County Family Medical Leave benefits.

ARTICLE 17: PARENTAL LEAVE

17.1. In conjunction with MLA Article 7, regular employees that do not receive King County Family Medical Leave shall receive additional, concurrent parental leave benefits pursuant to Superior Court Administrative Guidelines Section 8.05 (h).

ARTICLE 18: MANAGEMENT LEAVE

18.1. FLSA-exempt leave eligible employees are eligible to receive management leave pursuant to the King County Superior Court Administrative Guidelines for Personnel, Section

8.03.

ARTICLE 19: MERIT LEAVE

19.1. Leave eligible employees assigned to work forty (40) hour workweek schedules for a total of eighty (80) hours per biweekly pay period shall also be eligible for Merit Leave per the Superior Court Performance Appraisal Overview Instructions and Procedures. Leave eligible employees not assigned to forty (40) hour workweeks for a total of eighty (80) hours per biweekly pay period are ineligible for Merit Leave.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
4200100	421107	Administrative Office Assistant	29
4201100	421211	Administrative Specialist I	33
4201200	421315	Administrative Specialist II	37
4201300	421407	Administrative Specialist III	41
0007836	613101	Case Setting Coordinator	42
0007557	612101	Court Program <u>Technician</u> Specialist II	40 <u>48</u>
5246100	524802	Education Employment Specialist	50 <u>52</u>
0007895	007895	Finance Technician - KCSC	41 47
4101200	411209	Fiscal Specialist II	38
4101400	411406	Fiscal Specialist IV	47
6213100	622302	Juvenile Probation Counselor	5 4 <u>56</u>
6213300	621301	Juvenile Probation Counselor - Lead	57 <u>59</u>
5247200	528101	Juvenile Program Services Coordinator	55
5210300	526701	Juvenile Services Technician	50
2441200	243209	Project/Program Manager II	57 <u>58</u>
2441300	243310	Project/Program Manager III (exempt)	60 <u>63</u>
6112100	611201	WACIC Data Coordinator	40 <u>43</u>
3116100	TBD	Social Worker	52
3116200	TBD	Social Worker - Senior (exempt)	57

^{*}All FLSA non-exempt classification pay rates shall be pursuant to the ranges stated above on the King County Standardized Hourly Salary Schedule, Line 40 Hours Per Week. All FLSA

exempt classification pay rates shall be pursuant to the ranges stated above on the King County Standardized Annual/FLSA Exempt Salary Schedule.

Classification Study Reopener. The County will pursue a classification survey of social worker related classifications to be completed in 2019. The Social Worker and Social Worker — Senior classifications will be included in the survey. Upon completion of the survey, the County will provide notice and an opportunity to bargain. Any agreed upon classification wage adjustments through the bargaining process specific to the Social Worker or Social Worker — Senior classifications in this bargaining unit shall be effective January 1, 2019, for retroactive pay purposes, unless Superior Court grants an earlier effective date consistent with the Court's Administrative Guidelines per a pending reclassification appeal.

Work Hour Change Incentive. For employees in the bargaining unit not already on a 40 Hour Schedule, the County will provide a one-time incentive payment of \$2,000 if the employee submits an email request to transition to a 40 Hour Schedule prior to December 31, 2020, and the request is approved by the Court. Employee requests submitted after December 31, 2020, may be approved, but are ineligible for the \$2,000 incentive. All requests shall be approved or denied based on a specific operational reason at the Courts discretion, including the effective date the work hour change is implemented. If the Court is unable to grant a work hour change request, a written response describing the operational issues shall be provided to the employee upon request. The \$2,000 incentive payment shall occur subsequent to the work hour change approval date, and may occur prior to the actual implementation date of the employee's new 40 Hour Schedule. The incentive payment shall not be paid if the Court denies a request, and no employee may receive more than one incentive payment. Any incentive payments shall occur subsequent to full ratification of this Agreement.

For Washington State Council of County and City Employees, Council 2, Local 2084-SC:

Suzette Dickerson, Staff Representative

For King County:

Andre Chevalier, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 18 of the Master Labor Agreement
King County Security Guild
Security Officers, Dispatchers, Sergeants - Department of Executive Services, Facilities
Management Division
[460]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the King County Security Guild (the Guild).

RECITALS

1. The County and the Guild have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Guild agree that the edited Appendix language below represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Guild further agree that these language changes will be added to the Appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 5

Section 5.6 Training Pay - Effective January 1, 2019, Officers and Dispatchers assigned in writing by management to perform training duties to new hire employees (based on an outline of expected instruction) or to provide in-service training to incumbent employees (based on FMD certification of a training plan for incumbent employees) will be compensated at the rate of \$1.45 per hour in addition to their base hourly rate for all hours spent training.

No training pay shall be allowed prior to official notification to the trainers of their assignment.

Management retains the sole right to determine the number of trainers at any given time, and training pay shall only be paid for hours spent training. Training pay will not be authorized for minimal orientation of new employees.

Section 5.7 Shift Differential - Staff whose regular work shifts begin between the hours of 1:00 p.m. and 4:59 a.m. will receive a differential of \$.50 cents per hour for all regular compensated hours worked during those shifts. The shift differential shall not apply to staff who are working overtime shifts.

Article 10

10.6 Pay upon Separation - Except as modified by a VEBA agreement a regular or probationary (who has previously achieved career service status) employee who has successfully completed at least five years of County service and who retires as a result of length of service (Effective January 1, 2019) or who completed five (5) years of continuous service as a Security Officer, Security Dispatcher, or Security Sergeant, is at least 65 years of age, and is ineligible to participate in a Washington State retirement plan (e.g. PERS or LEOFF), or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to 35 percent of his/her unused, accumulated sick leave multiplied by the employee's base hourly rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. Retire as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon terminating County employment.

For King County Security Guild:

Ted Griffin, President

For King County:

Dave Topaz, Labor Relation Negotiator-Senior

Memorandum of Agreement By and Between King County and

Professional and Technical Employees, Local 17 - Professional and Technical [043] Representing Employees in the Department of Transportation, Transit Division

Professional and Technical Employees, Local 17 - Transit Superintendents [044] Representing Employees in the Department of Transportation, Metro Transit Division

Subject: Reclassification of Kathleen McMurray (PeopleSoft # 000062967)

Background:

- 1. Kathleen McMurray is a member of the Professional and Technical Employees Union, Local 17, in the Transit Superintendents bargaining unit [044].
- 2. She is presently classified as a Transit Superintendent Systems Development. Her position is paid at Range 75 of the King County Squared Table. She is presently receiving 5% Merit Pay. Her current salary is \$70.614300/hour (\$146,877.744 annually).
- 3. Based on a change in Ms. McMurray's assignment, the King County Human Resources Division has determined that the work she is performing is best classified as an Information Technology Project Manager 2 (ITPM-2).
- 4. ITPM-2 is a position that is represented by Professional and Technical Employees Union, Local 17, in the Transit Professional & Technical bargaining unit [043].
- 5. The negotiated wage rate for an ITPM-2 is Range 72 on the King County Squared Table.
- 6. Based on the unique situation of Ms. McMurray's reclassification and the work she is performing, the parties have agreed that she will not experience a loss of pay due to this reclassification.

Agreement:

- 1. Until December 31, 2018, Ms. McMurray will remain a Transit Superintendent -Systems Development and will continue to receive salary Range 75 plus Merit Pay.
- 2. On January 1, 2019, Ms. McMurray shall be reclassified as an ITPM-2. Her bargaining unit affiliation will change from Transit Superintendents [044] to Transit Professional and Technical [043].

^[043] Professional and Technical Employees, Local 17 - Professional and Technical, Interest Arbitration -Department of Transportation, Metro Transit Division [044] Professional and Technical Employees, Local 17 - Transit Superintendents - Department of Transportation, Metro Transit Division 043&044U0118

3. On December 31, 2018, Ms. McMurray's salary will be "Y-Rated," which means that she will continue to earn \$70.614300/hour (\$146,877.744 annually) in 2019 and in subsequent years until such time as the negotiated pay range for ITPM-2 reaches her rate of pay. At that point, she will begin receiving annual wage increases associated with the negotiated pay for ITPM-2.

For Professional and Technical Employees, Local 17:

Denise Cobden

Union Representative

For King County Metro Transit:

Geoffrey Miller

Manager of Labor & Employee Relations Transit Labor & Employee Relations

David S. Levin

Labor Relations Negotiator - Sr.

Office of Labor Relations

King County Executive Office

043&044U0118

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 19 of the Master Labor Agreement Office & Professional Employees International Union, Local 8 Dental - Department of Public Health [037]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Office and Professional Employees International Union, Local 8 (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA) or the terms will expire.

AGREEMENTS

The County and the Union agree to the following terms:

- 1. Administrative Time: Each bargaining unit member shall be allowed time during their regular shift for administrative time on the County computer.
- 2. Papoosing Premium: Career Service and/or term limited temporary bargaining unit employees assigned to work at Columbia on a regular basis who participate in papoosing shall receive an additional \$50.00 per month. This premium shall only apply to employees who regularly participate in papoosing at Columbia.
- 3. Float Pool: The County plans to implement float pool assignments by employing two part time TLT dental assistant classifications as soon as operationally and administratively possible after conclusion of discussions with the union regarding effects of this implementation.

The County's interest is in establishing a float pool using the rights afforded under Article 17 regarding the creation of a float pool position and the direction of employees in the floating capacity.

MLA Article 24 Reimbursement For Personal Transportation shall cover applicable transportation reimbursement and Appendix Article 5, Section 5.7 shall cover time worked when an employee is required to travel from an initial worksite to another worksite in the same workday.

4. Article 15, Section 15.1 of the Appendix will be modified as follows:

Section 15.1. The Health Department and the Union agree continuous updating of employee's skills and knowledge is beneficial to providing quality health care services to the public. The County recognizes the mutual benefit to be attained by affording training opportunities both internally and externally. Therefore employees covered by this Agreement are encouraged to take advantage of opportunities available for continuing education and professional development both in their field or to pursue other career opportunities. To that end, the Health Department will continue to have this as a goal, making every effort to allow employees reasonable time, subject to Health Department staffing needs, to attend training sessions and seminars in their field. Employees covered by this Agreement will be allowed a minimum of three (3) days of paid time per calendar year for the purpose of attending job related training or professional development requested by the employee and approved by the Health Department. The County shall provide an education stipend of up to \$250 \$300 per year for Dental Assistants and for Dental Hygienists to attend County-approved training.

Amanda Montoya-White, Union Representative

Vickie Austin
Bargaining Unit Team Member

Jane Crigler
Bargaining Unit Team Member

Geniece Kinney
Bargaining Unit Team Member

Diane Myers
Bargaining Unit Team Member

Angela Marshall, Labor Relations Negotiator

For King County:

Page 2

For Office & Professional Employees International

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 24 of the Master Labor Agreement
Professional and Technical Employees, Local 17
Departments: Public Health, Community & Human Services
[060]

Subject: Total Compensation Coalition Small Table Terms

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the Professional and Technical Employees, Local 17 (the Union).

BACKGROUND

- 1. The County and the Union have bargained in good faith during the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. This Agreement is intended to represent the mutually agreed upon changes to be incorporated into Appendix 24 through December 31, 2020.
- 2. This Appendix 24 Memorandum of Agreement should be understood in conjunction with existing terms in Appendix 24, the Master Labor Agreement, and the Total Compensation Agreement 2019-2020.

AGREEMENTS

1. Effective date: This Agreement provides changes to the Appendix and shall be effective January 1, 2019, including changes to Addendum A (Wages) for retroactive pay purposes. The Agreement is subject to approval by King County Council.

ARTICLE 4: NONDISCRIMINATION

Section 4.1. Non-discrimination. The County and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, including gender identity, gender expression, creed, religion, ancestry, or national origin; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Department.

Section 4.2. Gender-Neutral Language. Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply to either gender.

ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL LEAVE, AND LEAVES OF ABSENCE

Section 12.1. Wellness Incentive. Full time regular, part time regular and term limited temporary employees who have been employed for a full calendar year within the bargaining unit who during a calendar year use less than thirty three (33) hours of sick leave (donated sick leave is not counted against usage requirement) may convert sixteen (16) hours of unused, accrued sick leave to be used as personal vacation days in the next calendar year. This benefit shall be prorated for part time employees.

ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING PRIORITY

Section 18.7. Hiring Priority Process: Vacant career service bargaining unit positions and term limited temporary bargaining unit positions shall be filled in accordance with the two part process outlined below, as follows: A. PART 1: Prior to a vacant bargaining unit position being posted, the County will determine whether the position can be filled by Part 1 (steps 1-3). 1. Career Service bargaining unit employees eligible for Layoff/Recall. 2. Career Service bargaining unit employees eligible for Disability Job Reassignment, or secondarily by King County Disability Reassignment. 3. Non-bargaining unit employees eligible for Career Service Layoff/Recall. B. PART 2: If the position is not filled by Part 1, the County shall proceed with posting the position in accordance with MLA Article 18 and follow the process in Part 2 (steps 4-6). 4. Job Posting. In accordance with MLA Article 18, vacant career service bargaining unit positions and term limited temporary bargaining unit positions shall be posted on the King County website and in Human Resources for a minimum of fourteen (14) calendar days for internal and external candidates to apply. If MLA Article 18 is modified, the new terms shall supersede and replace this Job Posting section. 5. Scoring. The County shall determine whether the rating of job applicants will be by a numerical score, banding method, or alternative rating method prior to conducting interviews. 6. Selection: Career service bargaining unit applicants and term-limited temporary bargaining unit job applicants shall receive a 10% increase in their interview score shall provide a one band score increase in lieu of 10% score increase over non-bargaining unit

temporary bargaining unit job applicants shall receive a 10% increase in their interview score over non-bargaining unit applicants. If the recruitment uses a "band rating" method, the County shall provide a one band score increase in lieu of 10% score increase over non-bargaining unit candidates. Seniority may be used as a tie breaker in circumstances where two bargaining unit applicants are substantially equal based upon relevant criteria. The 10% score increase shall only apply if the applicant has no documented disciplinary actions in the prior 24 months and no performance deficiencies (performance improvement plan or a below satisfactory rating in any aspect of the performance evaluation) in the prior 12 months.

a. Upon request, bargaining unit applicants that are interviewed and not hired may receive a written explanation by the County of why they were not hired into the position.

A. Posting. Vacant bargaining unit positions (Career Service and term-limited temporary) shall be posted for not less than ten (10) consecutive calendar days on the Public Health website and elsewhere both concurrently to internal County employees and to potential employees external to the County. Job postings shall include desired and required qualifications.

B. Hiring. The Department recognizes vacant bargaining unit positions will be
filled internally whenever possible. Candidates for Career Service bargaining unit positions shall
be accorded preference for vacant positions in the following order:
Career Service bargaining unit employees eligible for Layoff/Recall
according to Sections 4 and 5 of this Article.
2. Career Service bargaining unit employees eligible for Disability Job
Reassignment.
3. King County Disability Job Reassignment employees.
4. King County Career Service Layoff/Recall employees.
5. External applicants (external applicants means both King County
Career Service and non-Career Service employees external to the bargaining unit and applicants
external to King County) pursuant to the best interest justification of Section 4 of the King
County-Workforce Plan Clarification 03-PSP-05, as amended. The Department shall notify the
Union via electronically or facsimile three (3) working days prior to any offer to an external
candidate with the justification for hiring the external applicant over the Career Service
Bargaining Unit Employee.
a). All career service bargaining unit applicants will receive a 10%
preference in the interview score over external candidates. This preference will apply if the
employee has no documented disciplinary actions in the prior 24 months and no performance
deficiencies (performance improvement plan or a below satisfactory rating in any aspect of the
performance evaluation) in the prior 12 months.
6. Career Service Bargaining Unit employees.
 Internal King County Career Service employees and bargaining unit
probationary, term-limited temporary and temporary employees.
8. External King County employees.
The following shall apply to Career Service bargaining unit employees applying for
vacant bargaining unit positions:
 a. The Department shall interview all internal and screened applicants
meeting desired qualifications. In the event the Department determines an internal applicant
does not meet desired qualifications for the position, it shall provide a written explanation
indicating qualifications not met to the applicant. For those internal applicants that were
interviewed and not hired for the position the Department shall provide a written explanation of
why they were not hired into the position to the applicant.
 b. Give preference to filling any such open position to applicants under
this agreement on the basis of seniority where the qualifications of the applicants are
substantially equal based upon relevant criteria.

ARTICLE 20: GENERAL CONDITIONS

Section 20.11. Upon management approval, a bargaining unit employee who is qualified to obtain one or more of the certifications listed below relevant to his or her practice area shall receive a premium of one hundred dollars (\$100.00) per month while the certification is current and in good standing. The certification premium will be effective the first full pay period after the date a copy of documentation of certification is received and approved by the County. An employee is eligible to receive a maximum certification premium of \$100 per month regardless of the number of qualifying certifications the employee may have. The County may discontinue the certification premium if the employee is unable to document the certification is in good standing or the employee transfers or promotes to a different classification or practice area for which the certification is no longer relevant to the position. Prior to obtaining a certification, an employee will confirm with their manager about whether

the certification is relevant to his or her job.
Below represent the board certifications eligible for the pay premium under this Section:
1. International Board Certified Lactation Consultant (IBCLC);
2. Board Certification as a Specialist in Pediatric Nutrition (from Commission on Dietetic Registration);
3. Interdisciplinary Specialist Certification in Obesity and Weight Management (from
Commission on Dietetic Registration); and,
4. Certified Diabetes Educator.

Addendum A: Wages

PTE, Local 17 – Departments of: Public Health and Community and Human Services – Addendum A (for all full-time regular, part-time regular, probationary, term limited temporary, part-time and temporary employees as these terms are defined in Article 21 - Definitions)

Job Class Code	PeopleSoft Class Code	Classification Title	Pay Range (Squared Table)		
	Administrative Unit – C9				
2110200	211204	Accountant	52		
2110100	211103	Accountant - Assistant	46		
4200100	421105	Administrative Office Assistant	29		
4201100	421205	Administrative Specialist I	33		
4201200	421306	Administrative Specialist II	37		
4201300	421404	Administrative Specialist III	41		
4201400	421503	Administrative Specialist IV	46		
2101100	210102	Billing Analyst	45		
2131100	214108	Business and Finance Officer I	53		
2131200	214212	Business and Finance Officer II	58		
4300100	431207	Customer Service Specialist I	32		
4300200	431306	Customer Service Specialist II	36		
4300300	431406	Customer Service Specialist III	40		
7303100	733102	Data Administrator	50		
4101100	411103	Fiscal Specialist I	34		
4101200	411204	Fiscal Specialist II	38		
4101300	411303	Fiscal Specialist III	42		
4101400	411402	Fiscal Specialist IV	47		
4400100	441101	Technical Information Processing Specialist I	32		
4400200	441204	Technical Information Processing Specialist II	36		
4400300	441303	Technical Information Processing Specialist III	40		
4400400	441401	Technical Information Processing Specialist IV	45		

Health Professional, Technical Unit - C9A						
3420100	341101	Application Worker	39			
2250100	226101	Education Specialist	44			
2251100	226206	Educator Consultant I	54			
2251200	226308	Educator Consultant II	58			

Job	PeopleSoft	The state of the s	Pay Range
Class	Class	C7 101 11 771.7	(Squared
Code	Code	Classification Title	Table)
2251300	226405	Educator Consultant III	62
3427100	344102	Family Resources Coordinator	41
3421100	341203	Health Care Assistant	37
3422100	341302	Health Outreach Aide	35
3423100	341402	Health Program Assistant I	41
3423200	341502	Health Program Assistant II	45
7531100	754102	Laboratory Assistant I	28
7531200	754202	Laboratory Assistant II	33
3419100	341002	Medical Assistant	37
3424100	342102	Medical Interpreter	40
3424200	342202	Medical Interpreter / Translator	43
7537100	755702	Medical Technologist	46
7533100	755102	Microbiologist - Public Health	46
7533200	755202	Microbiologist - Public Health - Senior	50
3418100	340902	Nutrition Assistant	37
3425300	343202	Nutrition Consultant I	56 <u>57</u>
3425400	343402	Nutrition Consultant II	58 <u>59</u>
3425100	343102	Nutritionist I	52
3425200	343002	Nutritionist II	54 <u>56</u>
3320100	333102	Pharmacist	73
3321100	333302	Pharmacy Assistant	28
3320200	333202	Pharmacy Supervisor	77
3321200	333402	Pharmacy Technician	37
3115100	312202	Social Services Specialist	41
3116100	312307	Social Worker	52
3116200	213404	Social Worker - Senior	57
3429100	344302	X-Ray Technician	47

Pub	lic Health A	Administrative Support Supervisor Bargaining U	nit – C9B
4207100	427102	Public Health Administrative Support Supervisor	53
	Environ	mental Health Professional, Technical Unit – Co	C
5320100	<i>Environ</i> 535101	mental Health Professional, Technical Unit – C9 Health and Environmental Inspector	<i>PC</i> 46

Job Class	PeopleSoft Class		Pay Range (Squared		
Code	Code	Classification Title	Table)		
5321200	535301	Health and Environmental Investigator II	58		
5321300	535403	Health and Environmental Investigator III	60 <u>63</u>		
5328100	539102	Environmental Public Health Planner I	53		
5328200	539202	Environmental Public Health Planner II	58		
5328300	539302	Environmental Public Health Planner III	63		
5323100	537101	MPRAF – Compliance Officer	58		
Emergency Medical Services Unit – C9D					
2252200	226607	Occupational Education and Training Coordinator	53		
2252100	226502	Occupational Education and Training Instructor	44		
2441100	243106	Project / Program Manager I	53		
2441200	243205	Project / Program Manager II	58		
2441300	243309	Project / Program Manager III	63		
2441400	243405	Project / Program Manager IV	68		
DCHS Involuntary Commitment Supervisor Unit – C9E					
3111200	311201	Involuntary Commitment Supervisor	65		
Environmental Health Senior Professional Unit – C9F					
5321400	535504	Health and Environmental Investigator IV	65 <u>68</u>		

MEMORANDUM OF AGREEMENT RELEASE PLANNERS

The County and Union have reached agreement that the County will conduct a classification compensation review of work performed by different social worker type classifications and rates of pay, including employees in this bargaining unit performing the release planner body of work. The County's target completion for this work is first quarter of 2019. Any classification wage adjustments specific to those performing release planner work in Jail Health Services will be effective 1/1/2019 for retroactive pay purposes. The County will not decrease pay or Y-rate any of the incumbents in the social work classification performing release planner work as a result of the classification compensation survey above. The County agrees to bargain seniority related issues in the event that release planners are reclassified into a different classification.

MEMORANDUM OF AGREEMENT HEALTH AND ENVIRONMENTAL INVESTIGATORS

- 1. CLASSIFICATIONS. The County has updated the classifications of the Health and Environmental Investigator (HEI) 3 and 4 specifications. The Union has reviewed and bargained impacts related to the classification updates.
- 2. HEI SUPERVISION. The Union agrees not to dispute the County's use of other non-bargaining unit supervisory classifications that have HEI direct reports in limited situations to meet EH Division operational needs. The parties agree the intent of this MOA is to improve EH Division operations, not to reduce HEI represented positions.
- 3. WAGE RATES. In conjunction with this Agreement, the County agrees to new wage rates for HEI 3 and HEI 4 effective January 1, 2019. The terms of this Agreement (i.e., #2) are the rationale for an additional 1 range increase for HEI 3 and 4 above Range 62 and 67 respectively, resulting in HEI 3 pay rate at Range 63 and HEI 4 pay rate at Range 68.

When employees in the HEI 3 and 4 classifications are adjusted to their new pay rates, the employees will maintain their current step placement upon placement in their new range.

4. DURATION. This Agreement shall run concurrent with the parties' Appendix, and must be renewed after each contract term or it shall expire.

For Professional and Technical Employees, Local 17:

Lorelei Walker, Union Representative

For King County:

Andre Chevalier, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 27 of the Master Labor Agreement Professional and Technical Employees, Local 17 Professional & Technical - Department of Transportation [046]

Subject: Restoration of Lead Pay Provisions

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and Professional and Technical Employees, Local 17 (the Union).

Background:

- 1. Professional and Technical Employees, Local 17 and the County are parties to a Collective Bargaining Agreement (CBA), known as the Master Labor Agreement (MLA) which is effective from January 1, 2018, through December 31, 2020.
- 2. Appendix 27 of the MLA relates specifically to this bargaining unit. When creating Appendix 27, the parties removed provisions from the prior CBA that were superseded by the MLA, including former Article 18 which was titled, "Work Outside of Classification and reclassification" which provided for special duty assignments and lead worker pay.
- 3. The parties intended to replace the special duty assignment provisions with the superseding MLA provisions and to retain the lead worker provisions. Unfortunately the lead worker provisions were not retained. As a result, this MOA is being executed to retain the lead worker provisions.

Agreement:

1. The following provision is added as a stand-alone article in Appendix 27 of the MLA:

LEAD WORKER PAY

It is understood by the County and the Union that an employee may be assigned in writing by the division manager or designee as a lead worker. The written notice shall state the beginning and end date of the assignment.

For purposes of this article, a lead worker is one who assigns, schedules, directs and checks the work of others, who may be in the same classification as the lead worker.

Compensation for a lead worker will be a five per cent (5%) increase above the employee's current rate of pay, for all time spent while so assigned. An employee will continue to receive step increases according to the Salary Schedule for their position. If the lead worker's current rate of pay includes merit pay above Step 10 of the employee's current pay range, the compensation for work as a lead worker will be based on the merit pay rate.

2. This agreement shall be effective upon ratification of the parties and adoption by ordinance of the Metropolitan King County Council.

For Professional and Technical Employees, Local 17:

Denise Cobden, Union Representative

For King County:

Sasha Alessi, Labor Negotiator II

Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 28 of the Master Labor Agreement
Professional and Technical Employees, Local 17
Professional & Technical, Interest Arbitration - Department of Transportation, Metro
Transit Division
[043]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Professional & Technical Employees, Local 17 (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Union agree that the attached document with edited appendix language represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. The County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 25, Section 3. Shift Differential.

- 1. A night shift premium shall be paid to all employees who are regularly assigned to a night shift. A night shift is defined as a regular shift that includes the hours of 12:00AM, to 5:00AM, Monday through Friday. This premium shall be \$3.25/hour. Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.
- 2. SCADA Technicians who are not regularly scheduled for the night shift will be paid according to the overtime provisions in Article 9 and the language applicable to SCADA Technicians in Article 25.

Grievances and pending disputes:

The Union will issue a letter dismissing with prejudice all pending grievances and disputes relating to the SCADA staff, including, but not limited to, the grievance filed on April 4, 2018 (overtime) and June 21, 2018 (incorrectly listed as June 21, 2016, out of class pay, and expanded

in Step 2 on August 1, 2018). The Union confirms that there are no other pending disputes for which it intends to file a grievance relating to SCADA staff.

Complete agreement:

The Union and King County agree that Article 25 represents the full agreement between the parties relating to SCADA staff. All other agreements that have previously been executed between the Union and King County relating to SCADA staff are null and void, including, but not limited to, the agreements coded 043U0116 and 043U0118. However, King County will reexecute MOA 043U0118 (Commitment to continue evaluation of creation of Lead SCADA Technician).

For Professional and Technical Employees, Local 17:

Denise Cobden, Union Representative

For King County:

David Levin, Labor Relations Negotiator-Senior

Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 30 of the Master Labor Agreement
Professional and Technical Employees, Local 17
Supervisors - Departments: Executive Services (Facilities Management Division), Natural
Resources & Parks, Transportation
[065]

Subject: Total Compensation Coalition Small Table Terms

Recitals

The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

Agreements

- 1. The County and the Union agree that the below edited appendix language represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

A. HEI IV – Wage Range will be increased to Range 68.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
3501300	352301	Aquatic Supervisor	55
5120400	513303	Emergency Management Program Senior Manager	69
5401100	540204	Environmental Program Managing Supervisor - DNRP	71
5321400	535501	Health and Environmental Investigator IV	65 <u>68</u>
2444100	243805	Maintenance Planner - Scheduler	58
1072600	107604	Operations Manager - Assistant	72

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
2632100	264201	Personal Property Supervisor	68
5220300	522702	Security Chief	68
5220200	522601	Security Supervisor	48
7360100	701101	Security Systems Specialist	64
9710100	971010	Service/Maintenance Supervisor	58
8700100	871104	Supervisor I	58
8700200	871203	Supervisor II	64
8700300	871302	Supervisor III	68
2442100	243602	Warranty Administrator	64

^{*}For rates, please refer to the King County Squared Table Steps 1, 2, 4, 6, 8, 10 Only

For Professional and Technical Employees, Local 17:

Denise Cobden, Union Representative

For King County:

Janet Parks, Labor Relations Manager

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 32 of the Master Labor Agreement Professional and Technical Employees, Local 17
Transit Chiefs - Department of Transportation, Metro Transit Division [042]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Professional & Technical Employees, Local 17 (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Union agree that the edited appendix language below represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 11.2 is amended as follows:

- A. Employees represented by this Agreement are FLSA-exempt. However, the nature of their work sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees. Therefore, each Employee will be granted five three days of executive leave annually. In addition to these five three days of executive leave, an Employee may be granted up to an additional five seven days of executive leave, when authorized in writing by his/her immediate supervisor, in recognition of the additional on-call time, excess work and/or performance expectations required by his/her specific position. For Operations Chiefs, the Deputy General Manager or his/her designee will consider granting up to the seven discretionary days of executive leave via the form attached hereto as Exhibit B.
 - **B.** Employees assigned to a swing or graveyard shift or who have significant oncall responsibilities will meet with their supervisor at the beginning of each year to discuss recognition for their additional time commitments to work. These employees and supervisors will have a discussion about the manner to recognize each employee's additional time commitments, and may include whether each employee will generally flex his/her time to

roughly account for additional time commitments outside the normal work hours, complete regular shifts in addition to the extra time commitments, and the amount of variation the additional commitments require to the employee's normal schedule. Upon the completion of this discussion the employee will be granted up to an additional **five seven** days of executive leave provided for in A. above annually. The grant of these additional days of executive leave remains at the sole discretion of management. For employees granted the additional **five seven** days of executive leave who continue to have extraordinary demands on their off shift hours, flexibility with their work schedules may be granted by their immediate supervisor.

- C. Semi-annually, a joint collective bargaining agreement labor-management committee will meet to review compliance with this and other collective bargaining provisions.
- **D.** The yearly executive leave accrual will appear on the Employee's paycheck resulting from the first full pay period in January. Executive leave must be used in the payroll year granted and cannot be carried into the next payroll year or cashed out. No executive leave will be paid in cash except in the event of an Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

Article 12.2.A is amended as follows:

Page 2

If a current County Employee is hired into a bargaining unit position, that Employee will be placed at a step which provides a minimum five percent increase over the Employee's former salary, not to exceed the established top step. A Chief's initial placement onto a step on the salary schedule shall not be less than that which the employee could earn as an acting Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted Employee at a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines. King County shall not make any post-hire adjustments to Transit Chiefs' salary steps based on subsequent collective bargaining settlements or retroactive pay associated with other unions.

Exhibit A is amended as follows:

cba Code: 042

Union Code(s): C3

ADDENDUM A Professional and Technical Employees Local 17

Transit Division – Chiefs Effective January 1, 2019

Job Class	PeopleSoft Job	Classification Title	Pay Range	Steps
Code	Code		Range	
2231000	223650	Transit Chief - Customer Services	68-69	1-2-3-4-5 *
8730100	874010	Transit Chief - Facility Maintenance	68-69	1-2-3-4-5 *
2222200	203101	Transit Chief - Marketing and Service Information	68 - <u>69</u>	1-2-3-4-5 *
8730200	874020	Transit Chief - Operations	68-69	1-2-3-4-5 *
8730600	874060	Transit Chief - Power Distribution	68 <u>69</u> +11%	1-2-3-4-5 *
8320100	833301	Transit Chief - Radio Maintenance	68-69	1-2-3-4-5 *
8730300	874030	Transit Chief - Rail Operations	68-69	1-2-3-4-5 *
8730700	874070	Transit Chief - Rail Traction Power	68 <u>69</u> +11%	1-2-3-4-5 *
8730800	874080	Transit Chief - Rail Vehicle Maintenance	68-69	1-2-3-4-5 *
8730400	874040	Transit Chief - Railway, Signals and Facilities	68-69	1-2-3-4-5 *
2815500	283250	Transit Chief - Rideshare Operations	68-69	1-2-3-4-5 *
8730500	874050	Transit Chief - Vehicle Maintenance	68-69	1-2-3-4-5 *
*These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule				

Exhibit B

[Superintendent name, work location] To:

[name, Deputy General Manager] CC:

From: [Chief name, work location]

[Date] Date:

Justification for Additional Executive Leave to be used in [Year] Re:

Please consider me for a grant of up to 7 days of discretionary Executive Leave. At my work site, I regularly work in excess of the standard 40 hour work week. Listed below are some examples of various justifications which have and/or will require my additional time and attention.

[List]

Thank you for your consideration,

[Chief name, location]

To be completed by Superintendent: Number of hours approved:

Employee CC:

Employee File

Administrative Specialist

Settlement Agreement By and Between King County and Professional and Technical Employees, Local 17 Transit Chiefs

Re: Initial salary placement of new Vehicle Maintenance Chiefs

Background:

1. Article 12.2.A of the Collective Bargaining Agreement (CBA) states:

If a current County Employee is hired into a bargaining unit position, that Employee will be placed at a step which provides a minimum five percent increase over the Employee's former salary, not to exceed the established top step. A Chief's initial placement onto a step on the salary schedule shall not be less than that which the employee could earn as an acting Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted Employee at a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines.

- 2. Between the date of the August 10, 2017, ATU ratification vote and the November 5, 2017, effective date of the new ATU contract, five former Amalgamated Transit Union, Local 587 members were promoted to PTE Local 17- represented Transit Chief positions in Vehicle Maintenance: Thomas Getachew, Lloyd Getty, Daniel McCaddon, Drew Marcell, and Steve Blackwell. At the time that these five Transit Chiefs received their promotions, they were still on the pay scale of the expired ATU Local 587 contract. King County correctly applied Article 12.2.A on the date that these employees were promoted; however, had the retroactive implementation of the Local 587 wage adjustments occurred before these employees promoted to Transit Chief, some of their step placements would have been higher.
- 3. The Union filed grievances on behalf of Thomas Getachew, Lloyd Getty and Daniel McCaddon on April 16, 2018, alleging that King County incorrectly placed these employees on the Chiefs wage scale in violation of Article. 12.2.A. King County and the Union have a dispute about whether Article 12.2.A requires a "look back" recalculation of Chiefs step placements some time after ATU retroactive payments are issued.
- 4. The Parties enter into this Agreement in order to resolve this dispute and to create clearer rules for future placements into the bargaining unit, establishing that in future years, there shall be no "look back" to recalculate Chiefs' step placements under any circumstances.

Agreement:

1. The following employees' salary step will be adjusted as follows retroactive to their promotions in 2017:

Employee Name	Initial placement	Agreed salary step
Thomas Getachew	Range 68, Step 4	Range 68, Step 6
Lloyd Getty	Range 68, Step 4	Range 68, Step 6
Daniel McCaddon	Range 68, Step 4	Range 68, Step 6
Drew Marcell	Range 68, Step 4	Range 68, Step 6
Steve Blackwell	Range 68, Step 6	Range 68, Step 8

- 2. The Union withdraws the grievances of Thomas Getachew, Lloyd Getty and Daniel McCaddon with prejudice. Furthermore, the Union agrees that it has not and will not file any grievances relating to the step placement of any Transit Chiefs who were hired after the 2017 ATU ratification vote.
 - 3. The Parties hereby amend Article 12.2.A as follows:
- A. If a current County Employee is hired into a bargaining unit position, that Employee will be placed at a step which provides a minimum five percent increase over the Employee's former salary, not to exceed the established top step. A Chief's initial placement onto a step on the salary schedule shall not be less than that which the employee could earn as an acting Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted Employee at a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines. King County shall not make any post-hire adjustments to Transit Chiefs' salary steps based on subsequent collective bargaining settlements or retroactive pay associated with other unions.
- **4.** This Agreement expires on December 31, 2020, along with the Parties' CBA. It is the Parties' intention to incorporate this new provision into their next CBA without further renegotiation of this provision.

For Professional and Technical Employees, Local 17:

Denise Cobden, Union Representative

For King County:

Page 6

David Levin, Labor Relations Negotiator-Senior

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 33 of the Master Labor Agreement Professional and Technical Employees, Local 17 Transit Superintendents - Department of Transportation, Metro Transit Division [044]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Professional & Technical Employees, Local 17 (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Union agree that the edited appendix language below represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 11.2 is amended as follows:

- A. Employees represented by this Agreement are currently classified as FLSA-exempt. However, the nature of their work sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees. Therefore, each Employee will be granted **five three** days of executive leave annually. In addition to these **five three** days of executive leave, an Employee may be granted up to an additional **five seven** days of executive leave, when authorized in writing by his/her immediate supervisor, in recognition of the additional on-call time, excess work and/or performance expectations required by his/her specific position.
- **B.** The yearly executive leave accrual will appear on the Employee's first pay check in January. Executive leave must be used in the payroll year granted and cannot be carried into the next payroll year or cashed out. No executive leave will be paid in cash except in the event of an Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

Exhibit A is amended as follows:

cba Code: 044

Addendum A

Union Code: C5

Professional and Technical Employees Local 17 ${\bf Transit\ Division-Superintendents}$ Effective January 1, 2019

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8712000	873101	Transit Superintendent - Base Operations	72 73	1-2-3-4-5 *
8712010	873110	Transit Superintendent - Control Center	72 73	1-2-3-4-5 *
8712020	873180	Transit Superintendent - Facilities Maintenance	72 <u>73</u>	1-2-3-4-5 *
8712030	873190	Transit Superintendent - Fleet Engineering	72 73	1-2-3-4-5 *
8712040	873120	Transit Superintendent - Operations Training	72 73	1-2-3-4-5 *
8712050	873130	Transit Superintendent - Planning and Technical Support	72 <u>73</u>	1-2-3-4-5 *
8712060	873140	Transit Superintendent - Power	72 73 + 11%	1-2-3-4-5 *
8712090	873150	Transit Superintendent - Vehicle Procurement	72 73	1-2-3-4-5 *
8712200	873310	Transit Superintendent - Rail Operations	72 73	1-2-3-4-5 *
8712210	873320	Transit Superintendent - Rail Vehicle Maintenance	72 <u>73</u>	1-2-3-4-5 *
8712240	873350	Transit Superintendent - Rail Facilities Maintenance	72 <u>73</u>	1-2-3-4-5 *
8712220	873330	Transit Superintendent - Rail Way, Power and Signal	72 73 + 11%	1-2-3-4-5 *
8712250	873360	Transit Superintendent - Rail Training	72 73	1-2-3-4-5 *
8712230	873340	Transit Superintendent - Streetcar	72 73	1-2-3-4-5 *
8712070	873160	Transit Superintendent - Service Quality	72 73	1-2-3-4-5 *
8712080	873170	Transit Superintendent - Vehicle Maintenance	72 <u>73</u>	1-2-3-4-5 *
8711000	871520	Transit Superintendent - Accessible Services	72 73	1-2-3-4-5 *
8711010	871530	Transit Superintendent - Commute Trip Reduction	72 <u>73</u>	1-2-3-4-5 *
8711020	871540	Transit Superintendent - Customer Services	72 73	1-2-3-4-5 *
8711030	871550	Transit Superintendent - Marketing and Service Information	72 <u>73</u>	1-2-3-4-5 *
8711040	871560	Transit Superintendent - Rideshare Operations	72 <u>73</u>	1-2-3-4-5 *
8711050	871570	Transit Superintendent - Safety	72 73	1-2-3-4-5 *
8711060	871580	Transit Superintendent - Service Development	72 <u>73</u>	1-2-3-4-5 *

Professional and Technical Employees, Local 17 - Transit Superintendents - Department of Transportation, Metro Transit Division 044TCMLAU0118

Job Class	PeopleSoft Job	Classification Title	Pay Range	Steps
Code	Code			
8711090	871720	Transit Superintendent - Systems Operations	75	1-2-3-4-5 *
8711080	871710	Transit Superintendent - Systems Development	75	1-2-3-4-5 *
*	* These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule			

For Professional and Technical Employees, Local 17:

Denise Cobden, Union Representative

For Keing County:

David Levin, Labor Relations Negotiator-Senior

Memorandum of Agreement - King County Total Compensation 2019-2020 for Appendix 34 of the Master Labor Agreement **Public Safety Employees Union** Communications Specialists Supervisors - King County Sheriff's Office [212]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County), the King County Sheriff's Office (KCSO), and Public Safety Employees Union, Communications Specialists Supervisors (the Union).

RECITALS

1. The County, KCSO, and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this Memorandum of Agreement by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will review this MOA to determine how the terms below will be best carried forward and incorporated into the appropriate sections of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County, KCSO, and the Union agree to the following terms:

1. Education: The department will pay to qualified employees a premium of forty-five to sixty-five dollars (\$45 to \$65) per month (see below), provided that the employee has obtained an A.A., B.A. or M.A. degree from any accredited state college. These premiums will not be paid if the degree constitutes a minimum requirement of the position.

Associate's Degree	(2 year Degree)	\$ 45 month premium
Bachelor's Degree	(4 year Degree)	\$ 55 month premium
Master's Degree		\$ 65 month premium

2. The wage range for the Communications Supervisor classification shall be increased from Range 58 to Range 59. Effective January 1, 2019 the new pay range is as follows:

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE
5150100	007452	Communications Supervisor	59

Vina	Country	Sheriff's	Office
King	County	Sheriii s	Office:

Mitzi Johanknecht, Sheriff King County Sheriff's Office

For Public Safety Employees Union:

Dustin Frederick Business Manager

For King County:

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement - King County Total Compensation 2019-2020 for Appendix 35 of the Master Labor Agreement **Public Safety Employees Union** Department of Adult & Juvenile Detention Management [330]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Public Safety Employees Union (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Union agree that the edited appendix language below represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 5

Section 1. Holiday Pay. All employees shall take holidays on the day of observance (as identified above) unless their work schedule requires otherwise for continuity of services, in which event, the employee shall be eligible for either an additional eight (8) hours of pay at the straight-time regular rate of pay or eight (8) hours of leave to be added to their accrued vacation, at the employee's option.

<u>Article 9</u>

Section 1. Overtime.

a. The regular schedule of work shall be forty (40) hours in a week or eight (8) hours in a work day, unless the employee is on an alternative work schedule, which has a longer daily shift. Non-exempt employees shall be compensated at the overtime rate of one and one-half times the regular rate of pay for regular compensated hours over their regularly scheduled shift day, or over forty (40) hours per week. No overtime shall be worked unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours.

For Public Safety Employees Union:

Dustin Frederick, Business Manager

For King County:

Dave Topaz, Labor Relations Negotiator-Senior

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 36 of the Master Labor Agreement Public Safety Employees Union Fire Investigator - King County Sheriff's Office [214]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Public Safety Employees Union (the Union).

AGREEMENTS

- 1. The parties agree to the following:
- A. Section 8.8. Certification Pay and Section 8.9 Education Incentive Pay. Both provisions will be effective January 1, 2018. Employees will be reimbursed for the difference between the new effective date of January 1, 2018 and when the provisions were implemented on or about June 2, 2018.
- **B.** Effective in 2019, employees will be able to receive both Certification Pay under Section 8.8 and Education Incentive Pay under Section 8.9 if they meet eligibility requirements.
 - C. Effective 2019, Section 8.9 will be modified as follows:

Section 8.9. Education Incentive Pay. Employees are eligible for Education Incentive Pay as provided under Addendum A. Employees that are eligible for the Education Incentive Pay will not be eligible for Certification Pay under Section 8.8.

King County Sheriff's Office:

Mitzi Johanknecht, Sheriff King County Sheriff's Office

For Public Safety Employees Union:

Dustin Frederick, Business Manager

For King-County:

Daye Topaz, Labor Relations Negotiator-Senior

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 39 of the Master Labor Agreement Public Safety Employees Union Non-Commissioned - Department of Adult & Juvenile Detention [191]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Public Safety Employees Union (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

- 1. The County and the Union agree that the edited appendix language below represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 4

Section 2. <u>If Holiday falls on furlough</u>: If a holiday (as defined in Article 4) falls on an eligible employee's furlough day, the employee <u>may have the holiday converted to vacation</u> leave and added to his or her vacation bank is entitled to either schedule a day off some other time (to be scheduled like vacation) or to receive an extra day's pay at the employer's option.

Article 7

Section 6. Employee Incentive/Career Development

Statement of Intent: The intent of the parties is that this program is to be funded through cost savings. It is also the intent of the parties that the cost of this program (employee incentive program) not exceed 1% of the total base wages of the bargaining unit.

The parties agree that in addition to the costs, other factors that will be considered in evaluating the program include the effectiveness of the program in improving productivity and efficiencies (consistent with department adopted missions and goals) the case of administration,

consistency in implementation, difficulties of implementation, effect on employee morale, and administration costs and demands.

A. Translation

Employees will be paid an amount equal to five hundred dollars (\$500) per year (converted to an hourly figure or per pay period figure, consistent with the payroll system) who are placed on a list by the Director as qualified to translate a language in the work place identified by (Director or his/her designees) Management as a language for which translation activity is necessary, as determined by the DAJD Director. Such employees must be fluent in the foreign language and be approved by a Joint Management and Union selected three member native speaking community panel who will judge the ability of the employee to fluently speak the specific language in question and by the Department Director or his/her designee. Employees deemed eligible by the Director shall be placed on a list. Employees who are placed on the list are eligible for the premium described above.

This Section (A. Translation) is not subject to the grievance procedure contained in Article 12 of this collective bargaining agreement, except that the failure to pay the required premium after placement on the list of eligibles, is subject to such procedure.

B. Training

1) Management has the right to appoint a Training Coordinator to perform group training and to develop plans and processes to meet training needs. An employee so appointed will receive an amount equal to fifty dollars (\$50) premium (flat rate converted to an hourly figure or per pay period figure, consistent with the payroll system) premium for each pay period in which this assignment is made and services are used by the employer.

Employees who are selected to train must, in the department's view, have the necessary skills/training to do formal group training, to assess training needs, develop training plans and to track whether training needs have been met.

Supervisors and lead workers are not eligible for this premium. This section is not subject to the grievance procedure, Article 12, except failure to pay the premium is subject to such procedure.

- 2) Management has the right to assign, in writing, an employee to train other employees. When an employee is assigned to train one-on-one for one full day or more, such employee will be paid 5% (five percent) (applied hourly or by pay periods) above his/her base pay for that day or days, under the following conditions:
- a) The employee submits a timely request for training pay under this section. Requests should be submitted consistent with department policies and procedures, and if possible should be submitted within the pay period in which the training time is worked:
 - b) The training employee must be part of the evaluation process

for the trainee, and;

c) Supervisors, leads, and those whose primary job duty is training, are not eligible for this premium.

D. Education

The department will pay to qualified employees a premium equal to thirty to fifty dollars (\$30 to \$50) per month premium (see below; converted to hourly figure or per pay period figure), provided that the employee has obtained an A.A., B.A. or M.A. degree from any accredited state college. As with Section A (Translation) such premiums will not be paid if the degree constitutes a minimum requirement of the position.

Associate's Degree	(2 year Degree)	\$30 month premium (converted to hourly figure or pay period figure)
Bachelor's Degree	(4 year Degree)	\$40 month premium (converted to hourly figure or pay period figure)
Master's Degree		\$50 month premium (converted to hourly figure or pay period figure)

This section is subject to the grievance procedure.

Article 8

Section 1. Overtime:

Overtime shall be payable after working 40 hours in a week.

Hours Per Day	Hours Per Week
8.0	40
7.5	37.5
7.0	35

Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all regular compensated hours worked in excess of forty (40) per week, excluding paid sick leave hours ealculated using all compensated hours, with the exception of sick leave.

Premium pay such as translation, training and education, shall be paid as multiple components of hourly pay for overtime purposes, and all prior practices of paying enriched rate overtime shall cease effective January 1, 2019.

Article 9

Section 1. The working hours of the full-time classifications affected by this Agreement shall be the equivalent of thirty five (35) to forty (40) hours per week on an annualized basis.

For Public Safety Employees Union:

Distin Frederick, Business Manager

For King County:

Dave Topaz, Labor Relations Negotiator-Senior

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 40 of the Master Labor Agreement Public Safety Employees Union Non-Commissioned - Department of Community & Human Services [192]

Subject: Total Compensation Coalition Small Table Compensation Terms 2019-2020

This Agreement is entered into by and between King County and the Public Safety Employees Union.

FACTS

The County and the Union have bargained in good faith all compensation related elements of this Appendix, in small table bargaining as part of the Total Compensation Coalition bargaining, for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA/Total Compensation bargaining.

AGREEMENTS

- 1. The County and the Union agree that this MOA, along with the Coalition Total Compensation Agreement and previously agreed to Master Labor Agreement (MLA), represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. The County and the Union further agree that the changes to the Appendix reflected in this MOA will be added to the Appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

1. ARTICLE 6: SICK LEAVE

Per MLA, Articles 34, 6, 8, and 11; includes 2019-2020 Total Compensation revisions to superseding Article 34, Sick Leave.

In place of MLA Article 34.

- Section 1. <u>Accrual</u>: Regular full time employees, and regular part time employees who receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month The employee is not entitled to sick leave if not previously earned.
- Section 2. <u>Sick Leave Extension</u>: After the first six months of full-time service, a regular employee may, at the division director's discretion, be permitted to use up to five days of vacation as an essential extension of used sick leave. An employee may use vacation leave for sick leave for a Washington Family Care Act qualifying event. If an employee does not work a full twelve months, any vacation credit used for sick leave must be reimbursed to the County upon termination.
- Section 3. <u>Increments</u>: For overtime eligible employees, sick leave may be used in one-quarter (1/4) hour increments at the discretion of the division director or department director.
- Section 4. No Sick Leave Limit: There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 5. <u>Verification of Illness</u>: Department management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed healthcare provider may be required for any requested sick leave absence.

In Addition to MLA: Section 6. Separation from Employment: Separation from County employment except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the County within two years, accrued sick leave shall be restored.

Section 7. <u>Pregnancy Disability</u>: Accrued sick leave may be used for absence due to temporary disability caused by pregnancy.

Section 8. Other Than County Employment: Sick leave because of an employee's physical incapacity shall not be approved where the injury is directly traceable to employment other than with the County.

Section 9. <u>Sick Leave Cashout</u>: Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who leave the County's employment in good standing after twenty-five (25) years or more or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

Section 10. <u>Maximum Compensation</u>: Employees injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the net regular pay of the employee. Provided that employees who qualify for workers' compensation may receive payments equal to net regular pay.

Section 11. <u>Uses of Sick Leave</u>: Employees are eligible for payment on account of illness for the following reasons:

A. Employee illness;

B. Employee disability due to pregnancy or childbirth;

C. Employee exposure to contagious diseases and resulting quarantine;

D. Employee keeping medical, dental, or optical appointments;

E. Employee caring for a child under the age of eighteen (18) with a health condition that requires treatment or supervision (pursuant to RCW 49.12.270);

F. As required under state or federal law;

G. To volunteer in a child's school for up to a maximum of 3 days on the conditions set forth in the King County Personnel Guidelines.

Section 12. Family Care and Bereavement Leave: Per MLA Articles 11 and 8.

Section 13. <u>Sick Leave Incentive</u>: In January of each calendar year, employee sick leave usage will be reviewed. Regular, full time employees who have used sixteen (16) or less hours of sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours credited to their vacation account. Employees who have used more than sixteen (16) but less than thirty three (33) sick leave hours shall have eight (8) additional hours credited to their vacation account. The additional vacation credits specified herein shall not affect sick leave amounts. Pro rata eligibility and incentive hours will be applied to 35 hour employees, as well as other employees who work fewer than 40 hours per week.

Section 14. <u>Prescribed Period of Absence</u>: Holidays or regular days off falling within the prescribed period of absence will not be charged against accrued sick leave.

2. Article 6.11.G Volunteer

Per MLA Article 4, Volunteer Service

G. To volunteer in a child's school for up to a maximum of 3 days on the conditions set forth in the King County Personnel Guidelines.

3. Article 2.1 Union Recognition

OPEN per terms outlined below in #5

4. Article 7.4.D Wage Rates

Education

The department will pay to qualified employees a premium of fifty dollars (\$50) sixty five (\$65) per month (see below; converted to hourly figure or per pay period figure), provided that the employee has obtained an M.A. degree from any accredited state college.

Master's Degree	\$65 per month premium
	(converted to hourly figure or
	pay period figure)

This section is subject to the grievance procedure.

5. Article 7.1 and Addendum A/Wage Rates

- 1. The parties agree to a reopener of Article 7.1 (AKA Addendum A) for the sole purpose of bargaining the results of the KC HRD classification study, as outlined below:
- Any/all pay range adjustments bargained as a result of the study will be retroactive to 1/1/2019
 - The study will be completed by 2019 first quarter
- The parties will make a good faith attempt to agree on the internal and external classifications that will be included in the study
- This is an "internal equity" and external market study of classifications of the same or different title, with duties the same or similar to DCHS Social Service Professionals (AKA Social Workers)
- Notwithstanding the results of the study---under no circumstances will there be a reduction in the salary range for the SW and SSP classifications in DCHS
- Notwithstanding the results of the study, under no circumstances will there be more than a two range increase for SW and SSP classifications in DCHS.
- Notwithstanding the results of the study----under no circumstances will there be an addition of any new classification with a lower pay range to this bargaining unit without agreement of the parties.

• The methodology that will be used to determine whether range increases are warranted by the study is as follows:

1. HRD will examine the job duties of Social Workers (SW) and Social Service Professionals (SSP) in DCHS, DPH and elsewhere in King County, as well as other comparable King County classifications as deemed appropriate by HRD. HRD will meet jointly with the Union and OLR to discuss, and the parties will make a good faith attempt to agree on the classifications to be included in HRD's study.

2. HRD will study the job duties performed by KC SWs and SSPs, and will compare those duties to those performed by those in similar classifications in KC. Once HRD has identified the classifications to be compared to SWs and SSPs for purposes of wages, HRD will create a list of the internal classifications reviewed with the grades and salary ranges.

3. Additionally, HRD will conduct a market wage survey for social services positions in the area whose job duties are similar to those of KC SWs and SSPs.

4. HRD will provide the parties with a written analysis of its internal and external market findings.

Within 30 calendar days of receipt of HRD's report, the parties will meet to discuss wages for DCHS SW/SSP. "IF A WAGE ADJUSTMENT IS BARGAINED, SAID WAGE ADJUSTMENT WILL BE based upon the parameters set forth above, and the wages of the classifications found to be comparable, AND WILL BE EFFECTIVE 1/1/19. Given that the DCHS Social Workers in DCHS were previously reclassified to Social Service Professionals, with a group of senior employees allowed to retain the "Social Worker" title, once the wage issue is resolved, the parties will discuss the appropriate title for bargaining unit members.

All remaining compensation issues are per Coalition Total Compensation Agreement for 2019-2020.

For Public Safety Employees Union:

Dustin Frederick Business Manager

For King County:

Deborah Bellam, Labor Relations Negotiator-Senior

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 41 of the Master Labor Agreement
Public Safety Employees Union
Non-Commissioned Professional Employees - King County Sheriff's Office
[193]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County), the King County Sheriff's Office (KCSO), and Public Safety Employees Union, Non-Commissioned Professional Employees (the Union).

RECITALS

1. The County, KCSO, and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will review this MOA to determine how the terms below will be best carried forward and incorporated into the appropriate sections of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County, KCSO, and the Union agree to the following terms:

- KCSO will provide retroactive pay from January 1, 2018 through June 1, 2018 for the
 \$15 increase to education incentive for all eligible employees.
 - 2. Article 8 of Appendix 41 will be modified by adding the below Section 8.2.A.:

Section 8.2.A. Off-Duty Training, Meetings, or Court Appearances: The provisions of this section apply only for the purposes of mandatory training, meetings, or court appearance events

outside of regularly scheduled work hours. A minimum of four (4) hours of pay at the overtime rate shall apply to employees required to attend events while on furlough or vacation, or when required to return to work outside of regularly scheduled work hours. If the event is directly before or after a shift, and extends a regularly scheduled work day, it will be considered a shift extension and employees will be compensated for the amount of time spent before or after their shift.

King	County	Sharif	fo (Office:
IZ III IZ	County	OHCHI	T 2 (JIHCC.

Mitzi Johanknecht, Sheriff King County Sheriff's Office

For Public Safety Employees Union:

Dustin Frederick, Business Manager

For King County:

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 42 of the Master Labor Agreement Public Safety Employees Union Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office [464]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County), the King County Sheriff's Office (KCSO), and Public Safety Employees Union, Non-Commissioned Professional Employees - Supervisory (the Union).

RECITALS

1. The County, KCSO, and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will review this MOA to determine how the terms below will be best carried forward and incorporated into the appropriate sections of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County, KCSO, and the Union agree to the following terms:

- 1. KCSO will provide retroactive pay from January 1, 2018 through June 1, 2018 for the \$15 increase to education incentive, Forensic Photographer Cerification pay of \$30/month, and/or reimbursement for IAI test fees or membership dues for all eligible employees.
- 2. KCSO will provide retroactive pay of \$20 per day to the leads and supervisors who were required to carry a supplied call out phone from September 28, 2015 through June 1st, 2018. The retroactive totals will be paid out as follows:

Mike Leahy shall receive a retroactive payment of \$7,600 for 380 days carrying a supplied call out phone during the above described time period.

Amanda Wilson shall receive a retroactive payment of \$2,240 for 112 days carrying a supplied call out phone during the above described time period.

Lori Moore shall receive a retroactive payment of \$920 for 46 days carrying a supplied call out phone during the above described time period.

3. The wage range for the Communications Operations Manager classification shall be increased from Range 69 to Range 70. Effective January 1, 2019 the new pay range is as follows:

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE
2504100	251201	Communications Operations Manager	70

4. Article 8 of Appendix 42 will be modified by adding the below Section 8.2.A.:

Section 8.2.A. Off-Duty Training, Meetings, or Court Appearances: The provisions of this section apply only for the purposes of mandatory training, meetings, or court appearance events outside of regularly scheduled work hours. A minimum of four (4) hours of pay at the overtime rate shall apply to employees required to attend events while on furlough or vacation, or when required to return to work outside of regularly scheduled work hours. If the event is directly before or after a shift, and extends a regularly scheduled work day, it will be considered a shift extension and employees will be compensated for the amount of time spent before or after their shift.

King County Sheriff's Office:	
MITTA Sharknest	

Mitzi Johanknecht, Sheriff

For Public Safety Employees Union:

Dustin Frederick, Business Manager

For King County:

Angela Marshall, Labor Relations Negotiator

Memorandum of Agreement - King County Total Compensation 2019-2020 for Appendix 43 of the Master Labor Agreement **Public Safety Employees Union** Superior Court Clerks - Judicial Administration [020]

Subject: Total Compensation Coalition Small Table Compensation Terms 2019-2020

This Agreement is entered into by and between King County and the Public Safety Employees Union.

FACTS

The County and the Union have bargained in good faith all compensation related elements of this Appendix, in small table bargaining as part of the Total Compensation Coalition bargaining, for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA/Total Compensation bargaining.

AGREEMENTS

- 1. The County and the Union agree that this MOA, along with the Coalition Total Compensation Agreement and previously agreed to Master Labor Agreement (MLA), represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
- 2. The County and the Union further agree that the changes to the Appendix reflected in this MOA will be added to the Appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

- 1. Article 6.3 ADD: Vacation bid: SEE Article 7.
- 2. Article 5.5 ADD: Overtime minimum: Employees will be informed by Department of Judicial Administration (DJA) that overtime will be paid beginning at 7 (seven) minutes and rolled up in 15 minutes increments. Time less than 7 minutes is considered de minimis. This is consistent with King County payroll practices. This agreement is effective 6/28/18;
 - 3. ARTICLE 7: PRODUCTIVITY, ATTENDANCE AND LEAVES In Addition to MLA Articles 34 and 35:

Section 7.1 Clarification of vacation bid slot issue: The leave slot numbers for 2019 will be determined by management and employees will be notified of those numbers in the fall of 2018. This agreement is effective 6/28/18;

The Union and Employer agree to reward regular and reliable attendance, improve productivity, and enhance employees' access to approved leave time by the program set forth in this Article to increase the number of vacation slots and appointment slots available. A vacation slot is one work day that is available to be approved as vacation leave for one employee. An appointment slot is a two-hour portion of a work day that is available to be approved for one employee as vacation or sick leave, as appropriate, for personal business or health care appointments. Employees will accrue and request approval for leave as provided in Article 6 (Vacations) or

Article 8 (Sick Leave) as appropriate. The number of vacation and sick leave slots specified below in 7.2 through 7.6 will be adjusted by management each year based on staffing levels. (These numbers are intended to maintain the approximate current staff to leave slot ratios). The annual adjusted figures will be published to employees in the fall prior to the end of each year for use in the upcoming year. Questions or concerns about these adjustments shall be presented in LMC.

The following numbers are effective 1-1-18.

- Section 7.2. The Employer agrees to provide a minimum of three (3) vacation slots per day. In addition, the Employer will change the number of vacation slots available to employees as described in Sections 7.3 and 7.4 of this Article.
- Section 7.3. The employer will provide a minimum of three (3) vacation slots for each day, during the week in which Christmas falls, in addition to the Appointment Slots mentioned in Sections 7.6 through 7.8 of this Article.
- Section 7.4. The Employer provide each day in the month of July, for a total of three (3) slots; and will add one (1) additional vacation slots for each day in the month of August, for a total of four (4) slots; in addition to the Appointment slots mentioned in Sections 7.6 through 7.8 of this Article.
- **Section 7.5.** The Employer will increase the number of vacation slots available during the annual three (3) day Judicial Conference. During this three (3) day period, the Employer will make five (5) slots available.
- Section 7.6. The Employer will add one (1) additional slots of leave every day, Monday through Thursday, as "Appointment Slots". These slots will be divided into four (4), two (2) hour increments. Employees may request an Appointment Slot to attend to personal business. Vacation or sick leave time will be debited from employees' leave banks as appropriate. Employees may request to use a single Appointment Slot, or two (2) consecutive Appointment Slots (in a given day). Requests to use the Appointment Slots must be made at least twenty-four (24) hours in advance of the time off. The Appointment Slots will be granted to employees on a first come, first served basis.
- **Section 7.7.** Exceptions to the aforementioned maximum of two (2) Appointment Slots per day may be permitted in cases where an employee is requesting time off to perform volunteer services as provided in the MLA Article 4 (Leave for Volunteer Service).
- **Section 7.8.** Aside from the Monday-Thursday Appointment Slots provided in Section 7.6, and when staffing levels permit, management may approve time off on Fridays for the purpose of volunteering services as provided in the MLA Article 4.

- Section 7.9. Wellness Incentive: The Employer will provide an incentive to employees if they can collectively reduce their sick leave usage. In any given calendar month, if sick leave averages 1.75 absences per day or less, the Employer will add one (1) additional vacation slot for a full month, two (2) months later. For example, if March sick leave is 1.75 absences per day as an average, the Employer will allow one (1) additional person to use vacation every day in the month of May.
- **Section 7.10.** When there is adequate coverage in the courts, the Employer will fairly consider and approve requests to leave early on a first come, first served basis. Vacation or compensatory time will be debited from the employees' leave banks as appropriate.
- Section 7.11. The list of employees who have previously submitted requests for time off shall be updated regularly, and available to employees for review on a "read only" basis on the computer system.

ARTICLE 8: SICK LEAVE

Per MLA Articles 34, 8, and 11, as well as revisions made in 2019-2020 Total Compensation bargaining.

In Addition to MLA Article 34:

Section 8.1. <u>Increments.</u> Sick leave may be used in one-quarter hour increments at the discretion of the department director.

Section 8.2. Procedure for use of leave under this Article. A. The employee is not entitled to sick leave if not previously earned or donated. The employee shall normally notify the supervisor between 5:30 a.m. and 8:00 a.m. on the day of illness of his/her intent to take sick leave. The employee will be required to contact his/her immediate supervisor each day of continuing absence from work between 5:30 a.m. and 7:30 a.m. on the day of illness unless specifically excused from doing so by his/her immediate supervisor. When calling between 7:30 a.m. and 8:00 a.m., the employee shall notify the scheduler that he/she won't be in. If the scheduler is unavailable, the employee is expected to leave a voicemail for the scheduler. Failure to properly notify King County or to comply with King County's leave requirements without reasonable cause will result in an unexcused absence. **B.** A statement signed by a licensed healthcare practitioner (no photocopies) will be required when an employee is absent due to illness for three (3) working days or more. A statement signed by a licensed healthcare practitioner (no photocopies) may be required when the employer has reasonable cause to suspect fraud or abuse (e.g. when an employee has been denied a request for time off and calls in sick for the same time period). When the employer determines that such medical verification will be required, the supervisor will make a good faith effort to notify the employee of the need for documentation by noon on the day which the employee is absent. Such statements must indicate verification of the illness and the necessary duration of the absence. The statement must be provided directly to the supervisor. Failure to provide a written statement within three (3) working days of the employee's return to work will result in unauthorized leave without pay and may result in disciplinary action.

—— If questions arise over who constitutes a "health care provider," the County and the Union shall use the definition of "health care provider" as defined in the Federal Family and Medical Leave Act, Federal Regulations, 29 C.F.R. § 825.118, or the King County Personnel

Guidelines, whichever is more favorable to the employee.

Court Clerks have the option of having a doctor's note faxed to their place of employment. Any clerk who chooses to exercise this option is waiving any and all privacy restrictions as it relates to the contents of that particular note. It will remain the responsibility of the clerk to retrieve the note from the fax machine and submit it to their scheduler within three (3) working days of the return to work, as set forth in Article 8, Section 8.6(B). Electronic or mechanical failure of the fax machine does not waive the responsibility of the clerk to provide verification of the medical appointment by the established deadline. The employer has no responsibility to maintain a fax machine in the workplace for this purpose.

C. Each employee starts January 1 with a clean slate.

D. King County may, with reasonable cause, visit or call employees at home or visit or call the employee's physician/medical practitioner providing the statement to confirm the validity of the physician/medical practitioner's statement.

Section 8.3. Bereavement Leave - Per MLA Article 8.

Section 8.4. Incentive to use low amounts of siek leave. Employees who use twenty eight (28) hours of siek leave or less per year, and who worked for the Department of Judicial Administration for the entire calendar year, shall become eligible to convert accrued siek leave hours to vacation hours in the following calendar year pursuant to the following schedule:

Sick Leave Hours Used in a Calendar Year	Total Sick Hours Which May be Converted to Vacation Hours in the Following Year
14 or less hours	Convert 35 hours
15 to 21 hours	Convert 28 hours
22 to 28 hours	Convert 21 hours

Requests for such conversion of hours must be filed by the eligible employee with his/her supervisor in writing no later than January 31 of the year following achievement of eligibility.

Section 8.5 <u>Use of Sick Leave to Volunteer</u>: Per MLA Article 4 (Leave for Volunteer Service)

Section 8.6 Transferring and Donating Vacation and Sick Leave: Per MLA Article 6 (Donated Leaves).

5. Article 17.14 Misc. ADD: (from MOA (Doc Code 020U0115)):

- 1. The parties agree that DJA can replace Clerk positions with Legal Administrative Specialist III positions, whose working title is Court Administrative Specialist (CAS), through the process of attrition.
- a. Attrition The parties agree that for purposes of this agreement attrition means that whenever an existing Clerk position is vacated, DJA has the option of whether to fill that vacant position and, if it chooses to fill the vacancy, fill it with a CAS or repurpose the position to meet other staffing needs in DJA.
- 2. Job Security The parties agree that no Clerk will be forced by DJA to resign his/her position or be subject to layoff for the purpose of DJA filling the position with a CAS, or Public Safety Employees Union Superior Court Clerks Judicial Administration 020TCMLAU0118

be required to become a CAS by virtue of this agreement. A clerk will be allowed to remain as a Clerk unless he/she retires, voluntarily resigns, or the Clerk's employment relationship with DJA has ended or changed in any other way (e.g., termination, demotion) pursuant to DJA's rights and the terms and conditions under the Clerk CBA.

- 3. Right to Return A Clerk who applies for a CAS position and does not pass the CAS probationary period or chooses to return to his/her former Clerk position before the end of the CAS probation period will be allowed to do so and will maintain his/her Clerk seniority in accordance with the terms of the CBA. However, once the Clerk has successfully completed probation in the CAS position, he/she will no longer have the right to return to his/her former Clerk position.
- 4. Dispute Resolution The parties agree to address disputes arising out of this agreement through the grievance process outlined in the parties' CBA.

The above listed items constitute the full and complete agreement between the parties and will be effective on the date of execution.

6. All other compensation issues are governed by The Coalition 2019-2020 Total Compensation Agreement.

For Public Safety Employees Union:

Dustin Frederick, Bysiness Manager

For King County

Deboran Berlam, Labor Relations Negotiator-Senior

Memorandum of Agreement – King County Total Compensation 2019-2020 for Appendix 44 of the Master Labor Agreement Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 Communications Specialists - King County Sheriff's Office [450]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County), the King County Sheriff's Office (KCSO), and Teamsters Local 763 Communications Specialists (the Union).

RECITALS

1. The County, KCSO, and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County, KCSO, and the Union agree to the following terms:

1. Addendum A – Wage Addendum of Appendix 44 shall be modified as follows:

ADDENDUM A - WAGE ADDENDUM TEAMSTERS, LOCAL 763 COMMUNICATIONS SPECIALISTS PAY RATES 2018

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	<u>Steps</u>
5140200	514501	Communications Specialist - Call Receiver	42	1-2-3-4-5 *
5140100	514401	Communications Specialist - Dispatcher	47	1-2-3-4-5 **

Job Class Code	PeopleSoft Job Code	Classification Title
5140200	514501	Communications Specialist Call Receiver

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$23.2586	\$24.1197	\$25.3260	\$26.9247	\$27.9223
Monthly*	\$4,031.49	\$4,180.75	\$4,389.84	\$4,666.95	\$4,839.87

Job Class Code	PeopleSoft Job Code	Classification Title
-5140100	514401	Communications Specialist - Dispatcher

	Step-6	Step-7	Step-8	Step-9	Step-10
Hourly	\$28.2713	\$29.3176	\$30.7839	\$32.3231	\$34.3634
Monthly*	\$4,900.36	\$5,081.72	\$5,335.88	\$5,602.67	\$5,956.32

2. Addendum C – Longevity of Appendix 44 shall be modified as follows:

Longevity Pay

Communications Specialists (Call Receivers) covered by this Agreement shall receive longevity payment in accordance with the following schedule:

After 10 7 years of service	After 15 12 years of service	After 20 17 years of service
as a KCSO Communications	as a KCSO Communications	as a KCSO Communications
Specialist	Specialist	Specialist
.30 .35/ hr	.45 .50/hr	.60 .65/hr

<u>Communications Specialists (Dispatchers)</u> covered by this Agreement shall receive longevity payment in accordance with the following schedule:

After 7 years of service as a	After 12 years of service as	After 17 years of service as
KCSO Communications	a KCSO Communications	a KCSO Communications
Specialist	Specialist -	Specialist
.35/ hr	.50 /hr	.65/hr

Years of service is measured by an employee's adjusted service date based on date of hire as a Communications Specialist.

King County Sheriff's Office:

Mitzi Johanknecht, Sheriff
King County Sheriff's Office

For Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763:

Scott Sullivan, Secretary-Treasurer

For King County:

Angela Marshall, Labor Relations Negotiator