

**Coalition Labor Agreement (CLA) - Appendix for 456
Agreement Between King County
And
Teamsters Local 117
Information Technology Managers and Supervisors - Department of King County Information
Technology, Executive Branch Departments; Department of Executive Services**

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1 These Articles constitute an agreement, terms of which have been negotiated in good faith
2 between KING COUNTY (“the County”) and Teamsters, Local Union No. 117 (“the Union”). This
3 Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council.
4

5 **ARTICLE 1: PURPOSE**

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

9 **Section 1.2. Application of Coalition Labor Agreement:** The CLA shall apply to the
10 individual bargaining unit’s employees as follows:

11 A. The Preamble in its entirety.

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

14 C. The following non-superseding articles do not apply to this bargaining unit:

15 1. After Hours Support (CLA Article 43)
16

17 **ARTICLE 2: COUNTY RIGHTS**

18 The Union recognizes the prerogatives of the County to operate and manage its affairs in all
19 respects in accordance with its responsibilities and powers of authority, subject to the express limits
20 of this Agreement. The County shall have the right to demote, discipline and discharge employees;
21 and the right to layoff employees for lack of work, funds, efficiency or for the occurrence of
22 conditions beyond the control of the County. The County shall further have the right to recruit,
23 examine, test, select, hire, appoint, promote, transfer, and train employees; place employees on wage
24 steps; direct and assign work; determine work locations and assign employees to those locations;
25 appraise employee performance; contract out work; develop and modify classification specifications,
26 allocate positions to those classifications, allocate employees to those positions; determine work
27 schedules and assign employees to those schedules; determine the methods and processes by which
28 work is performed; establish rules, procedures and processes; and the right to take whatever actions

are necessary in emergencies as determined by the County.

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION

Section 3.1. Union Recognition:

The County recognizes Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all full-time and regular part-time IT Managers and IT Supervisory employees in King County Department of Information Technology and all Executive Branch Departments except the Department of Judicial Administration, excluding confidential employees, Directors, Executive Branch Offices, and all other employees.

Section 3.2. Employee Lists:

A. Upon request, the County will provide the Union with a current list of all employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit, employment status, job classification, and date of hire into their current classification.

B. The County will notify the Union whenever an employee is moved out of a bargaining unit position. The notification will include the employee's name and effective date of the personnel action.

Section 3.3. Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E.): The County agrees to deduct voluntary contributions from the paycheck of all employees covered by this Agreement in accordance with the following:

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

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

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

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

8 **ARTICLE 4: HOURS OF WORK/PROBATION**

9 **Section 4.1. FLSA:** Employees covered by this bargaining unit are employed in a bona fide
10 executive, administrative or professional capacity and are in turn exempt from overtime payments
11 under the Federal Fair Labor Standards Act (FLSA). Bargaining unit employees are expected to
12 work the hours necessary to satisfactorily perform their jobs.

13 **Section 4.2. Executive Leave:** FLSA exempt employees may be granted Executive Leave in
14 accordance with County policy, as amended. If an eligible employee believes that their executive
15 leave award, or absence of an executive leave award, is not consistent with Executive Policy(Policy
16 Number 2021-0010) , as amended, they may submit a written request for a review by the Department
17 Director or designee. The Department Director or designee shall review prior awards of executive
18 leave for the appealing employee, review prior and current executive leave awards of the appealing
19 employee's work group, if applicable, and shall discuss the matter with the appealing employee's
20 manager. The final decision to make or modify a prior executive leave award shall be in writing and
21 remains with the Department Director or designee.

22 **Section 4.3. Employment in a Temporary FLSA Non-exempt Status:** Employees may be
23 temporarily converted from FLSA exempt to FLSA non-exempt status when in the benefit of the
24 County, e.g., when working an intermittent work schedule while on FMLA. When converted to a
25 FLSA non-exempt status, the employee will be paid on an hourly basis and eligible for overtime in
26 accordance with law. Further, the employee will be eligible for the paid leaves identified under this
27 Agreement but accrued and paid as provided under the Personnel Guidelines for FLSA non-exempt
28 employees.

Section 4.4. Probation: Newly hired, rehired, promoted, transferred to another position, recalled and demoted employees shall be on probation for their first six (6) months of service. At the County's discretion, employees may have their probation period extended for up to six (6) additional months when the employee has failed to meet the standards and expectations set forth during the initial probation period. When an employee's probation is extended, the County will provide the reason for the extension to the employee in writing.

ARTICLE 5: WAGE RATES/WORK OUTSIDE OF CLASSIFICATION

Section 5.1. Pay Ranges: The parties agree that the classification titles shall be compensated at the pay ranges and steps as shown in Addendum A. The wages in Addendum A shall be adjusted pursuant to the CLA.

Section 5.2. Pay Step Progression: Upon successful completion of at least six (6) months' probation following an employee's starting date in a classification covered under this Agreement, the employee shall receive a one-step increase provided the employee was hired at the first step of the base range assigned to the classification. If the employee was hired above the first step of the base range of the classification, the post probation step shall be at the discretion of management. Thereafter, each subsequent step increase will be effective on January 1 of each year provided that the employee is no longer in a probationary status as of September 30th of the previous year. A probationary employee who has not successfully completed probation by September 30 will not be eligible for an annual step increase on January 1. Term-Limited Temporary (TLT) employees are eligible for step increases on each anniversary of their hiring date. Short Term Temporary (STT) employees are not eligible for step increases.

Section 5.3. Step Progression/Merit: Employees covered by this Agreement are eligible for merit over top pay per the Merit Pay Manual, as amended.

ARTICLE 6: VACATION

Regular, probationary, provisional and term-limited temporary employees shall accrue vacation leave pursuant to the CLA Articles 9 and 32.

ARTICLE 7: REDUCTION IN FORCE

The terms of this Article apply to regular employees.

Section 7.1. Pre-Layoff Notice/Meeting: When a reduction in force is anticipated, the County shall notify the Union prior to delivering notices to employees, per Section 7.2 below. At the request of the Union, the parties will meet and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

Section 7.2. Notice: When the elimination of a position results in laying off an employee, the County shall provide written notice to the affected employee, with a copy sent to the Union, at least thirty (30) calendar days prior to the effective date of the layoff.

Section 7.3. Layoff:

A. A layoff will be by position within a department. If there is more than one position in the same classification performing the same or substantially similar body-of-work (BOW), as determined by the County, in the same department, the least senior person will be laid off first.

B. An employee who is eligible to bump will have five work days from the time of written notification of layoff to notify the County of their intent to exercise bumping rights. An employee will forfeit bumping rights if their written notice is not submitted within five days. The County can, if it determines that there are warranting circumstances, accept a late filed notice from the employee.

Section 7.4. Bumping:

Bumping shall occur in sequential order as follows:

A. An employee who is notified of being laid off may bump the least senior person in the same bargaining unit classification in their layoff group if qualified for the position as determined by the County.

B. An employee who is unable to bump in accordance with Section 7.4.A can bump the least senior employee in the layoff group classification the laid off employee has previously held as a career service employee in their department, if any; provided:

- 1.** The employee bumping has more seniority than person being bumped, and
- 2.** The employee is qualified to perform the BOW of the position as

determined by the County.

3. If the employee bumping has held more than one position in a bargaining unit classification, the employee can elect to bump into any of their prior bargaining unit positions in their layoff group as provided under subsections a and b above.

C. An employee who is unable to bump as provided in accordance with Section 7.4.B can bump the least senior employee in a lower paid bargaining unit classification in their layoff group, if any; provided:

1. The employee bumping has more seniority than person being bumped, and
2. The employee is qualified to perform the BOW of the position as determined by the County.

Section 7.5. Recall: A regular employee who is laid off will have recall rights to their previous position for two (2) years from the date of layoff. An employee retains their recall rights even if they accept another position with the County which is paid at a lower salary than the position the employee was laid-off from or the position is temporary. An employee who is laid off shall forfeit their recall rights if they refuse a recall. The recall procedures will be determined by the County and laid-off employees will be notified of same.

Section 7.6. Reinstatement: An employee recalled within two (2) years from the time of layoff will have any forfeited sick leave accruals and vacation leave accrual rate restored.

Section 7.7. Layoff Groups: For the purposes of administering this Article, the Department of KCIT and the division of BRC shall be separate and distinct layoff groups.

ARTICLE 8: AUTOMATIC VEHICLE LOCATION

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

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

B. Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify

1 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby
2 AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific
3 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

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

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

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

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

20 21 **ARTICLE 9: EMPLOYEE DEVELOPMENT**

22 The County and the Union agree that training and employee career development can be
23 beneficial to both the County and the affected employee. Training, career development, and
24 educational needs may be identified by both the County and by the employee. The parties recognize
25 that employees are integral partners in managing their career development. The County is committed
26 to providing employees with support and implementation of professional development opportunities,
27 within the parameters of available resources. The parties agree that employee development shall be a
28 standing topic at Labor Management Committee meetings.

ARTICLE 10: STANDBY, ESCALATION AND AFTER-HOURS SUPPORT

Section 10.1 FLSA-exempt employees assigned to work beyond their regularly scheduled hours due to occurrences of extensive after-hours support, standby, or escalation work may submit written requests to their supervisor to adjust their regular work schedule preferably within the work week or pay period when the additional work occurs (or as otherwise approved by the County). AHS Schedule Flex requests may be approved in circumstances when King County's Executive Leave policy is an insufficient offset. The County may approve or deny the requests at its sole discretion. Any denial shall be in writing and include the reasons for not granting the request. It is not the intent to provide a minute-for-minute or hour-for-hour shift in time; rather, the intent is to recognize some after-hours duties may significantly interfere with an employee's time outside their regularly scheduled work hours which merits adjustment.

Section 10.2 All schedule flex requests approved shall result in at least a full-day schedule adjustment.

Section 10.3 KCIT and the BRC will collect information to evaluate the prevalence of after-hours support, standby, or escalation work such as reviewing workload event types that generate the requests, AHS Schedule Flex approvals and denials, and supervisor/employee/union feedback.

Section 10.4 Temporary Schedule Change Following Major Incident: For safety and health reasons, employees who handle a major incident or perform a significant body of work at or after 10:30pm may request a temporary change of schedule following a major incident. Such requests will not be unreasonably denied.

ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

12 13 **ARTICLE 12: WAIVER CLAUSE**

14 The parties acknowledge that each has had the unlimited right within the law and the
15 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
16 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
17 Agreement. Therefore, unless mutually agreed otherwise by the parties, the County and the Union,
18 for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain
19 with respect to any subject or matter not specifically referred to or covered in this Agreement. Unless
20 specified in this agreement, nothing herein will be construed as a waiver of the Union's collective
21 bargaining rights with respect to changes in matters which are mandatorily negotiable under the law.

22 23 **ARTICLE 13: SHOP STEWARDS, UNION ACTIVITIES, AND REPRESENTATION**

24 Pursuant to CLA Articles 21 and 23, except as modified below.

25 **Section 13.1** Union Representatives (Staff) may visit the work location of employees covered
26 by the Agreement at any reasonable time. They shall report to the employee's appropriate
27 manager/designee upon arrival at the work site being visited. Such visit cannot unreasonably
28 interfere with County business operations.

Section 13.2 The Union will furnish the department and the Labor Negotiator with the names of current shop stewards on an annual basis in March each year or as new shop stewards are designated throughout the year. Shop stewards will be allowed to conduct a reasonable amount of contract administration duties during working hours. When contract administration business is conducted during working hours, the steward is responsible for receiving approval from their manager/supervisor regarding the time taken away from work to conduct union contract administration business.

Section 13.3 Seniority:

A. All regular employees shall accrue seniority from the date of hire with the County.

B. Term-limited temporary (TLT) employees subsequently hired into a regular position without a break in service, and who complete the probationary period, shall be credited with seniority retroactive to date of hire as a TLT employee.

C. Seniority shall be defined as the adjusted service date with the County.

ARTICLE 14: REVIEW OF PERSONNEL FILES

Section 14.1. Upon request, an employee can schedule an appointment to review their personnel file. An employee may authorize, in writing, that their Union representative may obtain a copy of their personnel file. An employee may also review and copy, upon request, any files to which they have a legal right to access. An employee who challenges material included in their personnel file is permitted to insert material relating to that challenge into their personnel file.

Section 14.2. A copy of any discipline document or document related to performance that is placed into an employee's personnel file shall be provided to the employee.

ARTICLE 15: WESTERN CONFERENCE OF TEAMSTER PENSION

The County and the Union agree to re-open negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties understand and agree that negotiating will only occur after a majority of the bargaining unit

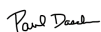
employees vote in favor of participating in the Plan, and all bargaining unit employees must participate.

ARTICLE 16: MODIFICATION TO CLASSIFICATION

The parties agree that while the County has the right to modify job classifications, it will discharge its legal bargaining obligations. before implementing the change(s).

For Teamsters Local 117:

Signed by:



7AD5B391B59D41E...

Paul Dascher

Secretary-Treasurer

For King County:

Signed by:



AECE2A82BC144D5...

Matthew J. Wood, Labor Relations Negotiator
Office of Labor Relations, Executive Office

cba Code: 456**Union Code(s): F16**

**ADDENDUM A
WAGE ADDENDUM**

Job Class Code	PeopleSoft Job Code	Classification Title	Range
7341200	740201	Customer Success Manager	79
7341100	740102	IT Services Supervisor	72
7341300	740301	IT Manager	76
7341400	740401	IT Manager-Senior	78
7341500	740501	IT Manager-Principal	80
7341600	740601	IT Project Manager-Senior	75
7341700	740701	IT Program/Product Manager	78
7341800	740801	Principal Technology Strategist	79
For rates, please refer to the King County Squared Salary Schedule			