

Coalition Labor Agreement (CLA) - Appendix for 456
Agreement Between King County
And
International Brotherhood of 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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24
25
26
27
28

ARTICLE 1: PURPOSE 1

ARTICLE 2: COUNTY RIGHTS..... 1

ARTICLE 3: UNION RECOGNITION.....2

ARTICLE 4: HOURS OF WORK/PROBATION.....3

ARTICLE 5: WAGE RATES/WORK OUTSIDE OF CLASSIFICATION 4

ARTICLE 6: VACATION.....4

ARTICLE 7: SICK LEAVE.....4

ARTICLE 8: REDUCTION IN FORCE.....6

ARTICLE 9: EQUAL EMPLOYMENT OPPORTUNITY 7

ARTICLE 10: EMPLOYEE DEVELOPMENT..... 7

ARTICLE 11: STANDBY, ESCALLATION, AND AFTER HOURS SUPPORT 7

ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION 8

ARTICLE 13: WAIVER CLAUSE 8

ARTICLE 14: SHOP STEWARDS, UNION ACTIVITIES, AND REPRESENTATION 9

ARTICLE 15: REVIEW OF PERSONNEL FILES 9

ARTICLE 16: WESTERN CONFERENCE OF TEAMSTER PENSION..... 9

ARTICLE 17: MODIFICATION TO CLASSIFICATION..... 10

ADDENDUM A: WAGE ADDENDUM..... 11

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 **ARTICLE 1: PURPOSE**

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

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

10 A. The Preamble in its entirety.

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

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

14 1. After Hours Support (CLA Article 43)

15 **ARTICLE 2: COUNTY RIGHTS**

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

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

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

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

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

9 **Section 4.2 Executive Leave:** Employees may be granted Executive Leave in accordance
10 with County policy, as amended. Employees who are exempt from the overtime provisions of the
11 FLSA shall be eligible for Executive Leave in accordance with Executive Policy PER 8-1-2, as
12 amended, annually. If an eligible employee believes that their executive leave award, or absence of
13 an executive leave award, is not consistent with the policy statements of Executive Policy PER 8-1-2,
14 as amended, they may submit a written request for a review by the Department Director or designee.
15 The Department Director or designee shall review prior awards of executive leave for the appealing
16 employee, review prior and current executive leave awards of the appealing employee’s work group,
17 if applicable, and shall discuss the matter with the appealing employee’s manager. The final decision
18 to make or modify a prior executive leave award shall be in writing and remains with the Department
19 Director or designee.

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

27 **Section 4.4 Probation:** Newly hired, rehired, promoted, transferred to another position,
28 recalled and demoted employees shall be on probation for their first six (6) months of service. At the

1 County’s discretion, employees may have their probation period extended for up to six (6) additional
2 months when the employee has failed to meet the standards and expectations set forth during the
3 initial probation period. When an employee’s probation is extended, the County will provide the
4 reason for the extension to the employee in writing.

5 **Section 4.5 Probation Waiver for placement in new classifications:** Career service
6 employees placed in new classifications pursuant to the Career Progression Classification Project
7 (CP²) shall have their probation waived pursuant to Coalition MOA 000CLAU0117 or its successor
8 agreement. Employees who are probationary will complete their probation as defined in Section 4.4,
9 above.

10 **ARTICLE 5: WAGE RATES/WORK OUTSIDE OF CLASSIFICATION**

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

14 **Section 5.2 Step Movement/Merit:** Employees covered by this Agreement shall be
15 compensated pursuant to the County’s ten-step plan and merit system, as amended.

16 **ARTICLE 6: VACATION**

17 **Section 6.1** Regular, probationary, provisional and term-limited temporary employees shall
18 accrue vacation leave pursuant to the CLA Articles 9 and 32.

19 **Section 6.2** Comprehensive-leave eligible employees shall continue to accrue vacation in
20 excess of the maximum during the calendar year in which they reach the maximum;.

21 **ARTICLE 7: REDUCTION IN FORCE**

22 The terms of this Article apply to regular employees.

23 **Section 7.1. Pre-Layoff Notice/Meeting:** When a reduction in force is anticipated, the
24 County shall notify the Union prior to delivering notices to employees, per Section 2 below. At the
25 request of the Union, the parties will meet and jointly endeavor to find ways to minimize, or
26 eliminate, the actual reduction of positions.

27 **Section 7.2. Notice:** When the elimination of a position results in laying off an employee,
28 the County shall provide written notice to the affected employee, with a copy sent to the Union, at

1 least thirty (30) calendar days prior to the effective date of the layoff.

2 **Section 7.3. Layoff:**

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

7 B. An employee who is eligible to bump will have five (5) work days from the time of
8 written notification of layoff to notify the County of their intent to exercise bumping rights. An
9 employee will forfeit bumping rights if their written notice is not submitted within five (5) days. The
10 County can, if it determines that there are warranting circumstances, accept a late filed notice from
11 the employee.

12 **Section 7.4. Bumping:**

13 Bumping shall occur in sequential order as follows:

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

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

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

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

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

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

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

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

12 **Section 7.7. Layoff Groups:** For the purposes of administering this Article, the Department
13 of KCIT and the division of BRC shall be its own layoff groups.

14 **ARTICLE 8: AUTOMATIC VEHICLE LOCATION** The “Automatic Vehicle Location System
15 Use Policy”, as amended, shall apply to all employees with the following modifications or additions:

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

18 B. Any real time viewing of data is permissible only for operational reasons and will
19 not be used for surveillance of employees, whether to monitor performance or to justify
20 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby
21 AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific
22 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

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

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1 D. If the County is aware of AVL data that may pertain to an investigation, the
2 employee who is subject to the investigation and/or the Union will have the right to view the AVL
3 data before an investigatory interview is conducted by the employee’s department/division. If the
4 County refuses to show the employee and the Union the AVL data upon request before conducting an
5 investigatory interview, then the AVL data shall not be used as evidence in any manner related to
6 discipline.

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

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

12 **ARTICLE 9: EQUAL EMPLOYMENT OPPORTUNITY**

13 Grievances under this article shall not be subject to arbitration.

14 **ARTICLE 10: EMPLOYEE DEVELOPMENT**

15 The County and the Union agree that training and employee career development can be
16 beneficial to both the County and the affected employee. Training, career development, and
17 educational needs may be identified by both the County and by the employee. The parties recognize
18 that employees are integral partners in managing their career development. The County is committed
19 to providing employees with support and implementation of professional development opportunities,
20 within the parameters of available resources. The parties agree that Employee Development shall be
21 a standing topic at Labor Management Committee meetings.

22 **ARTICLE 11: STANDBY, ESCALATION AND AFTER-HOURS SUPPORT**

23 Effective January 2022, the parties will establish a bi-monthly LMC dedicated to exploring
24 opportunities to improve the standby, escalation, and after-hours support process to be concluded by
25 December 31, 2022. In addition to reviewing the current process, the parties will consider alternatives
26 to on-call rotations as well as operational impacts of those alternatives. The parties mutually agree to
27 reopen this Article of the Appendix should there be significant modifications to such processes as a
28 result of the LMC.

1 **ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 12.1** The Employer and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
8 to end such interference. Any concerted action by any employees in any bargaining unit shall be
9 deemed a work stoppage if any of the above activities have occurred.

10 **Section 12.2** Upon notification in writing by the County to the Union that any of its members
11 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
12 immediately cease engaging in such work stoppage and provide the County with a copy of such
13 order. In addition, if requested by the County, a responsible official of the Union shall publicly order
14 such Union employees to cease engaging in such a work stoppage.

15 **Section 12.3** Any employee participating in such work stoppage or in other ways committing
16 an act prohibited in this article shall be considered absent without leave. The County may consider
17 such absence a resignation. Such employees are also subject to discharge, suspension, or other
18 disciplinary action.

19 **ARTICLE 13: WAIVER CLAUSE**

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

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ARTICLE 14: SHOP STEWARDS, UNION ACTIVITIES, AND REPRESENTATION

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

Section 14.1 Union Representatives (Staff) may visit the work location of employees covered by the Agreement at any reasonable time. They shall report to the employee’s appropriate manager/designee upon arrival at the work site being visited. Such visit cannot unreasonably interfere with business.

Section 14.2 The Union will furnish the department and the Labor Negotiator with the names of Shop Stewards. 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 clearing the time taken away from work with their manager or supervisor.

Section 14.3 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 15: REVIEW OF PERSONNEL FILES

Section 15.1. 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 15.2. 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 16: 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

1 participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties
2 understand and agree that negotiating will only occur after a majority of the bargaining unit
3 employees vote in favor of participating in the Plan, and all bargaining unit employees must
4 participate.

5 **ARTICLE 17: MODIFICATION TO CLASSIFICATION**

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

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13 For International Brotherhood of Teamsters Local 117:

14 DocuSigned by:



7AD5B391B59D41E

15 John Scearcy
16 Secretary-Treasurer

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19 For King County:

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DocuSigned by:



C94CBED6540E400

21 Lacey O'Connell, Labor Relations Negotiator Senior
22 Office of Labor Relations, Executive Office

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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			

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Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/9/2022 7:50:21 AM
Certified Delivered	Security Checked	7/15/2022 3:21:06 PM
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Completed	Security Checked	7/15/2022 3:21:17 PM

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

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