

Coalition Labor Agreement (CLA) - Appendix for 454
Agreement Between King County
And
Teamsters Local 117
Legislative Analysts - King County Council

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Coalition Labor Agreement (CLA) - Appendix 454

Agreement Between King County

And

International Brotherhood of Teamsters Local 117

Legislative Analysts - King County Council

These Articles constitute an Agreement, terms of which have been negotiated in good faith, between KING COUNTY (“the County”) and TEAMSTERS LOCAL 117 (“the Union”). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council.

ARTICLE 1: PURPOSE STATEMENT

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

Section 1.2 The Coalition Labor Agreement (CLA) wage provision that does not apply to the bargaining is FMLA (CLA Article 11.1).

Section 1.3 The CLA working condition provisions that do not apply to the bargaining unit are: Unpaid Leaves of Absence (CLA Article 3), Supported Employment Program (CLA Article 13), Reclassification and Resulting Pay (CLA Article 14, except Section 14.2), Special Duty (CLA Article 15), Contracting Out (CLA Article 16), TLT Positions (CLA Article 17), Job Posting (CLA Article 18), and Discipline and Sunset Clause (CLA Article 27), Waiver and Complete Agreement (CLA Article 46) and Telecommuting (CLA Article 39) .

Section 1.4 The CLA non-superseding articles that do not apply to the bargaining unit are: Safety Gear and Equipment Allowance (CLA Article 42), After Hours Support (CLA Article 43), Sick Leave (CLA Article 31), and Working Out of Class (CLA Article 33).

Section 1.5 The CLA Memoranda of Agreement that do not apply to the bargaining unit are regarding Longevity Pay/Incentive Pay for Administrative Support Classifications and Cross-Jurisdictional Special Duty Assignments.

Section 1.6 The Parties recognize that certain titles utilized within the CLA may need to be changed to reflect the Council reporting structure.

1 **ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND D.R.I.V.E.**

2 **Section 2.1** The County recognizes the Union as the exclusive collective bargaining
3 representative of all employees whose job classifications are listed in the attached Addendum A and
4 made a part hereof by this reference.

5 **Section 2.2** The County will transmit to the Union a current listing of all employees in the
6 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per
7 calendar year. For all employees performing bargaining unit work, the list shall include the name of
8 the employee, classification, department, and salary.

9 **Section 2.3 Payroll Deduction for Political Contributions - Democratic, Republican,**
10 **Independent Voter Education (D.R.I.V.E.)** The County agrees to deduct voluntary contributions
11 from the paycheck of all employees covered by this Agreement in accordance with the following:

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

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

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

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

25 **ARTICLE 3: RIGHTS OF MANAGEMENT**

26 **Section 3.1** The Union recognizes the prerogatives of the County to operate and manage its
27 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
28 terms and conditions of this Agreement.

Section 3.2 The County shall have the right to discipline and discharge employees, and the

1 right to layoff employees for lack of work or funds, as part of a reorganization, for the occurrence of
2 conditions beyond the control of the County, or when such continuation of work would be wasteful
3 and unproductive. The County shall further have the right to hire employees and establish
4 probationary periods for new hires, appoint, promote, train, assign, appraise employee performance,
5 contract work and direct the workforce; develop and modify classification specifications, allocate
6 positions to those classifications, determine work schedules, schedule overtime work, and to establish
7 the methods and processes by which work is performed, the right to establish reasonable rules; and
8 the right to take whatever actions are necessary in emergencies in order to assure the proper
9 functioning of the Council.

10 **Section 3.3 Discipline and Discharge.** The parties recognize the critical importance of
11 obtaining the highest levels of performance from unit employees, and thus have mutually embraced a
12 requirement of high performance. The Union and the employees also agree upon the County's need
13 to ensure employees fully comply with all rules, policies, and practices of the County. As such, while
14 the suspension, demotion and discharge of employees who are not on probation is subject to just
15 cause, these standards and expectations shall be the baseline for any such determination.

16 Should the grievance procedure be invoked in order to resolve a dispute concerning the
17 employer's application of the just cause standard, the County's judgment shall be upheld unless it is
18 found to be arbitrary and capricious. Any action which is based upon the County's judgment
19 concerning the performance of a unit employee, and which has been documented through a process
20 of performance management is final and may not be challenged through the arbitration procedure.

21 **Section 3.4 New Employees Probation.**

22 **A.** The parties recognize the critical importance of obtaining the highest levels of
23 performance from employees and the need to provide substantive on-the-job experience, training and
24 mentoring to help new employees meet the mutually embraced requirement of high performance. In
25 keeping with these standards, the Employer can terminate the employment of new employees at any
26 time during the orientation/training or probation period(s) except for the limited reason set forth in
27 Subparagraph B herein. Employees who are terminated during the orientation/training or probation
28 period(s) do not have recourse under Article 10.

B. New employees will begin their employment with an orientation/training period

beginning on the first day of employment and expiring after 90 calendar days. During the orientation/training period, new employees will not be discharged based on performance.

C. Following the 90 calendar days orientation/training period, the employee shall begin to serve a 90 calendar days probation period. The Employer may, at its discretion, extend the probation period up to an additional 90 calendar days. If the probation period is extended, the Employer will notify the employee and the Union of its decision to extend the probationary period prior to the end of the first probation period. The Employer may waive the term of the extended probation period at any time.

Section 3.5 Work Assignments. The County retains the right to make all work assignments, including the determination of how work will be assigned to bargaining unit members. Any reassignment of work historically performed by this bargaining unit to employees outside of the bargaining unit shall require mutual agreement between the County and the Union. No bargaining unit employee will be laid-off due to a decision by the County to assign work historically performed by bargaining unit employees outside the bargaining unit.

ARTICLE 4: HOLIDAYS, ELIGIBILITY

Section 4.1 Employees covered by this Labor Agreement shall be eligible for holidays with pay as provided under CLA Article 10, in addition to the below provision.

Section 4.2 Holiday Bank. Employees will bank Veteran's Day to be used the day before New Year's Day. Employees will bank Indigenous People's Day to be used on Boxing Day.

ARTICLE 5: VACATION LEAVE

Section 5.1 Employees covered by this Labor Agreement shall be eligible for vacations with pay as provided under CLA Articles 9 and 32, in addition to the below provision.

Section 5.2 Vacation Use. The County will give notice on or about July 1st of each year to employees whose vacation accrual will exceed capped hours by the end of the year. Employees must use vacation leave in excess of the maximum capped accrual amount on or before the last day of the pay period that includes December 31st of each year; unless the employee has received approval in accordance with County or Council policies and procedures to carry over excess vacation accrual into the following year.

ARTICLE 6: SICK LEAVE

Section 6.1 Employees covered by this Labor Agreement shall be eligible for sick leave benefits as provided by King County Code 3.12.220, as amended.

Section 6.2 Employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status excluding overtime up to a maximum of 3.6928 hours per biweekly pay period. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to sick leave if not previously earned.

Section 6.3 During the first six months of service in a leave eligible position, employees eligible to accrue vacation leave may, at the Supervisor's discretion, use any accrued days of vacation leave as an extension of sick leave, unless such use is guaranteed by Washington State law. If an employee does not work a full six months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination, unless otherwise prohibited by Washington State Law.

Section 6.4 There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

Section 6.5 Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, be separated for non-disciplinary medical reasons or be laid off and return to County employment within two years, accrued sick leave shall be restored.

Section 6.6 Employees eligible to accrue leave and who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to 35 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 6.7 An employee must use all of their sick leave before taking unpaid leave for their own health reasons. If the injury is compensable under the County's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave

whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons, the employee may set aside a reserve of up to 80 hours of accrued sick leave. An employee who has exhausted all of their sick leave may use accrued vacation leave before going on leave of absence without pay.

Section 6.8 Accrued sick leave may be used for the following reasons, provided, that an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the regular pay of the employee.

A. For self-care or to care for a family member:

1. Due to a mental or physical illness, injury, or health condition,
2. To obtain medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions, or
3. To receive preventative care.

B. For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.

C. In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government.

D. To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100.

E. For family and medical leave available under federal law, state law or County ordinance.

F. Employee's exposure to contagious diseases and resulting quarantine.

G. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

H. An employee who chooses to augment worker's compensation payments with the use of accrued sick leave shall notify the worker's compensation office in writing at the beginning of the leave;

I. An employee's temporary disability caused by or contributed to by pregnancy and

1 childbirth.

2 **J.** The employee's medical, ocular, or dental appointments, provided that the
3 employee's supervisor has approved the scheduling of sick leave for such appointments.

4 **K.** To care for the employee's child if the child has an illness or health condition
5 which requires treatment or supervision from the employee;

6 **L.** An employee may not collect sick leave for physical incapacity due to any injury
7 or occupational illness which is directly traceable to employment other than with the County.

8 **M.** For purposes of paid sick leave, a "family member" is:

9 **a.** A spouse or domestic partner,

10 **b.** A child, including a biological, adopted, foster child, a stepchild, or
11 a child to whom the employee stands in loco parentis, is a legal guardian or is a De Facto parent,
12 regardless of age or dependency status, or the child of the employee's domestic partner,

13 **c.** The parent of an employee, employee's spouse, or employee's
14 domestic partner. Parents include biological, adoptive, de facto, foster, stepparent, legal guardian, or
15 a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's
16 domestic partner.

17 **d.** A grandparent, grandchild, or sibling.

18 **e.** Any individual who regularly resides in the employee's home or
19 where the relationship creates an expectation that the employee care for the person, and that
20 individual depends on the employee for care.

21
22 **3.** The reason for the leave is one of the following:

23 **a.** The birth of a son or daughter and care of the newborn child, or
24 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
25 within twelve months of the birth, adoption or placement;

26 **b.** The care of the employee's child or child of the employee's spouse
27 or domestic partner whose illness or health condition requires treatment or supervision by the
28 employee; or

c. The care of a family member who suffers from a serious health

1 condition.

2 4. To the extent that Washington State law provides more extensive benefits
3 for use of paid leave for family care, the Union and County agree that state law shall prevail.

4 **Section 6.9 King County Family and Medical Leave (KCFML).** As provided under CLA
5 Article 11.2., Subsections A, B and C.

6 **Section 6.10** The County shall continue its contribution toward health care during any unpaid
7 leave taken under Section 6.9.

8 **Section 6.11** An employee who returns from unpaid family or medical leave within the time
9 provided in this Article is entitled, subject to bona fide layoff provisions, to:

10 A. The same position the employee held when the leave commenced; or

11 B. A position with equivalent status, benefits, pay and other terms and conditions of
12 employment; and

13 C. The same seniority accrued before the date on which the leave commenced.

14 **Section 6.12** Failure to return to work by the expiration date of the leave of absence may be
15 cause for removal and result in termination of the employee from County service.

16 **ARTICLE 7: GENERAL LEAVES**

17 **Section 7.1** Employees covered by this Labor Agreement shall be eligible for the following
18 paid leave benefits

19 **Section 7.2 Donated Leaves.** As provided under CLA Article 6 with the below addition.

20 A. Vacation leave hours. Donation of vacation leave shall be pursuant to King
21 County Council policy, except that requests for vacation donation made for the purposes of
22 supplementing the sick leave benefits of the receiving employee shall not be denied unless approval
23 would result in a hardship for the Council.

24 **Section 7.3 Jury Duty.** Any comprehensive leave eligible employee who is ordered on a
25 jury shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited,
26 exclusive of mileage, with the Finance and Business Operations Division of the Department of
27 Executive Services. Employees shall report back to their work supervisor when dismissed from jury
28 service.

Section 7.4 Unpaid Leaves of Absence.

1 **A. Short-Term Leaves of Absence.** A leave of absence without pay for a period not
2 exceeding 60 consecutive days may be granted by the applicable Supervisor.

3 **B. Long-Term Leaves of Absence.** The Supervisor may grant a request for a leave
4 of absence for a period longer than 60 days with the favorable recommendation of the applicable
5 Manager. Long-Term leaves may be conditional or unconditional, with any conditions set forth in
6 writing at the time that the leave is approved.

7 **Section 7.5 Supplemental Leave.** Employees covered by this Agreement may be granted up
8 to ten days of Supplemental Leave per calendar year, at the discretion of management, in recognition
9 of workload obligations that require employees to work substantially in excess of the standard
10 workweek on major bodies of work and pursuant to the Supplemental Leave Policy dated April 12,
11 1999. Supplemental leave shall be exhausted prior to the use of vacation leave. Supplemental leave
12 may be used any time throughout the calendar year, provided that the employee and management
13 specifically agree on the supplemental leave dates. There will be no cash out or carryover of unused
14 Supplemental Leave to the following year.

15 **ARTICLE 8: WAGE RATES**

16 **Section 8.1 Wage Rates.** The parties agree that the classification titles shall be compensated
17 at the pay ranges and steps as shown in attached Addendum “A.”

18 **Section 8.2 Step Increases.** Step increases shall be annual and effective January 1st of each
19 year, provided the employee was hired into their current classification and step before October 1st of
20 the prior year. Employees at the top step of their pay range are not eligible to receive an additional
21 step increase.

22 **Section 8.3 General Wage Increases.** General wage increases (GWI) or Cost-of-Living
23 Adjustments (COLA) will be provided pursuant to the CLA.

24 **Section 8.4 Special District Assignment.** Bargaining unit members assigned in writing by
25 the County to provide ongoing support to a special district for more than 30 days will receive a five
26 percent premium for as long as so assigned.

27 **Section 8.5 Cell Phone Policy.** Members of the bargaining unit are eligible for a County
28 provided cell phone pursuant to the King County Council Cell Phone Policy. All current
classifications of the bargaining unit are deemed to have a business need for a cell phone under the

1 policy.

2 **ARTICLE 9: HOURS OF WORK**

3 **Section 9.1 Workweek.** The standard work week shall consist of 40 hours per week,
4 exclusive of lunch periods.

5 **Section 9.2 Workday.** All employees shall have the option to routinely telework, consistent
6 with efficient and effective County operations and in a manner that affords maximum flexibility to
7 employees to address individual situations.

8 **A.** Employees may be expected to participate in person for Council and Committee
9 Meetings, attend regularly scheduled all policy staff team meetings and communicate any individual
10 circumstances to their Supervisor and the Chief Policy Officer so accommodation(s) can be made as
11 necessary. Employees will work with Supervisors to determine whether additional in-person work is
12 required as circumstances arise.

13 **B.** Employees may request a modification to their work schedule at any time and
14 requests for work schedule adjustments shall not be unreasonably denied. Nothing in this agreement
15 alters the County's ability to receive and consider an ad hoc remote work or adjusted schedule
16 request.

17 **ARTICLE 10: GRIEVANCE PROCEDURE**

18 **Section 10.1** The parties agree to the grievance procedure as provided under CLA Article 26,
19 with the following modifications.

20 **A.** Supervisor shall mean Chief Policy Officer, Department Director shall mean the
21 Chief of Staff, and a STEP 3 grievance shall be directed to the Employment and Administration
22 Committee and placed on the agenda for the next meeting. Such meeting shall begin the 15 calendar
23 day period to meet with the Union as described in STEP 3, subsection 1.

24 **B. Election of Remedies.** An employee who is covered by this Agreement has access
25 either to the grievance procedure herein, or the grievance procedure provided by the Council
26 Employment and Administration Committee. Selection of one procedure will preclude access to the
27 other to resolve the grievance. Selection must be made at the conclusion of STEP 1 of the procedure
28 set forth by the Employment and Administration Committee or at the conclusion of STEP 2 of the
grievance procedure in the Coalition Labor Agreement, Article 26. The employee's selection is final.

1 **ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 11.1** 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 11.2** Upon notification in writing by the County to the Union that any members of
11 the bargaining unit are engaged in a work stoppage, the Union shall immediately, in writing, order
12 such members to immediately cease engaging in such work stoppage and provide the County with a
13 copy of such order. In addition, if requested by the County, a responsible official of the Union shall
14 publicly order such members to cease engaging in such a work stoppage.

15 **Section 11.3** 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 12: 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, the County and the Union, for the duration of this Agreement, each agree to
24 waive the right to oblige the other party to bargain with respect to any subject or matter not
25 specifically referred to or covered in this Agreement.

26 **ARTICLE 13: REDUCTION-IN-FORCE/LAYOFF REHIRES**

27 **Section 13.1** In the event the County determines that a layoff is necessary, the County shall
28 select the employee to be laid-off based upon the knowledge, skills and abilities of the employee, the
needs of the employer, and the performance of employees. In the event the application of these

factors results in two employees being substantially equal, seniority will be used as a tiebreaker. The weight to be given these factors is within the reasonable discretion of the County and may only be overturned through the grievance procedure upon a showing that the County's determination was arbitrary and capricious.

Section 13.2 An employee that has been laid-off will be placed on a recall list for a period of two years from the date of layoff. In filling a vacant bargaining unit position, the County will offer it to an employee on the recall list prior to hiring from the outside, assuming the employee on the list is qualified for the position. In the event more than one employee on the recall list is qualified for the position, the County may determine which employee will be offered the opening.

ARTICLE 14: MISCELLANEOUS

Section 14.1. Automatic Vehicle Location System Use Policy. 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 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

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

D. If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the camera footage, AVL data, or card reader

1 data upon request before conducting an investigatory interview, then the camera footage, AVL data,
2 or card reader data shall not be used as evidence in any manner related to discipline.

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

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

8 **Section 14.2 Union Access.** Authorized representatives of the Union may have reasonable
9 access to its bargaining unit members in County facilities for transmittal of information or
10 representation purposes before work, after work, during lunch breaks, or other regular breaks, or at
11 any reasonable time as long as the work of the County employees and services to the public are
12 unimpaired. Prior to contacting bargaining unit members in County facilities, such authorized agents
13 shall make arrangements with the Chief of Staff.

14 **Section 14.3 Safety and Health.** In the event an employee discovers or identifies an unsafe
15 condition, the employee will immediately notify the supervisor. Employees will not be disciplined
16 for reporting unsafe conditions. No employee shall be required to use equipment which is unsafe, or
17 to work in an unsafe environment.

18 **Section 14.4 Job Related Training.** The County will pay all fees and travel expenses for
19 required job-related training, as approved by the Employer. This includes necessary release time that
20 is preapproved.

21 **Section 14.5 Employee Access.** The employee may examine the employee's personnel file.
22 Employees upon request may receive one copy from their personnel file copied at no cost. Material
23 relating to job performance or personal character will be provided to the employee prior to placement
24 in the personnel file. The employee may challenge the propriety of including it in the file, and/or
25 submit the employee's own documentation to be attached to the challenged material. Employees may
26 request to have materials that reflect favorably on their performance or character included in their
27 personnel file.

28 **Section 14.6. Public Disclosure Request.** As provided under CLA Article 19. Additionally,
an employee whose personnel file is subject to a public disclosure demand will be notified of the

1 demand on a timely basis, as provided in the King County Personnel Records Management
2 Guidelines.

3 **Section 14.7 Union Representation.** In the event the Employer requires an employee to
4 attend a meeting for purposes of questioning an employee with respect to an incident which may lead
5 to termination of that employee, should the employee desire Union representation in said matter, the
6 employee shall notify the Employer at that time and shall be provided a reasonable time to arrange
7 for Union representation.

8 **ARTICLE 15: CLASSIFICATIONS**

9 **Section 15.1** The determination of which classification an employee will be placed will be
10 made by the County. While job duties and responsibilities will be the primary factor determining the
11 appropriate classification for employees, it is also recognized that the Employer may retain what it
12 deems to be an appropriate distribution of employees in each classification. As per Article 3,
13 management can initiate a reclassification or approve an employee's requested classification at any
14 time.

15 **Section 15.2** An employee may initiate a reclassification request as follows: After an
16 employee has been in a classification for three years, and if there has been a significant and material
17 change in the duties and responsibilities of the employee, and that the change is permanent rather
18 than temporary, the employee may file a request with the Chief of Staff (or other employee
19 designated by the Council) to be reclassified into the next higher classification. The three year
20 requirement shall not apply to a bargaining unit member who has been designated as a committee
21 lead, however, all other requirements shall continue to apply. The request must include supporting
22 documentation in a format to be approved by the King County Council. The Chief of Staff (or other
23 employee designated by the Council) will have 60 days to review the request and respond to the
24 employee.

25 **Section 15.3** In the event the employee is not satisfied with the determination of the Chief of
26 Staff (or other employee designated by the Council), the employee may file an appeal, in writing, to
27 the Chair of the King County Council's Employment and Administration Committee, with a copy to
28 the Chief of Staff (or other employee designated by the Council). The Chief of Staff (or other
employee designated by the Council) will thereafter request that the King County Department of

1 Human Resources conduct a review of the employee's job duties, and responsibilities, and make a
2 recommendation on whether a re-classification is appropriate. The recommendation, and supporting
3 material, will be provided to the King County Council's Employment and Administration Committee.
4 The Committee will have 30 days to review the recommendation and make a determination. In the
5 event the employee is not satisfied with the decision of the Committee, the matter may be appealed to
6 the full King County Council. The decision of the Council may only be appealed through a non-
7 binding fact-finding process. In order to initiate the fact-finding process, the Union must provide the
8 written notice to the County within 14 calendar days of the Council's decision. If the parties are
9 unable to agree upon a fact-finder, they will request a panel from the Public Employment Relations
10 Commission. The fact-finder will be charged with making a non-binding recommendation to the
11 parties on whether the employee's classification should be changed, consistent with the above
12 criteria. The fact-finding process shall be determined by the fact-finder and will be conducted fairly
13 and expeditiously. Prior to issuing a formal recommendation, the fact-finder will meet informally
14 with the parties to inform them of their findings. Thereafter, the parties will have two weeks to
15 attempt to reach an agreement. If no agreement is reached, the fact-finder shall issue their non-
16 binding decision. The cost of the fact-finder shall be borne equally by the parties, while any other
17 costs shall be the responsibility of the party incurring them.

18 **Section 15.4** The County may initiate a review of the classification of an employee to
19 determine whether the job duties and responsibilities of the position should result in the employee
20 being reduced to a lower classification. The review shall be conducted by Human Resources. The
21 review and recommendation, and supporting material, will be provided to the King County Council's
22 Employment and Administration Committee. The Committee will have 30 days to review the
23 recommendation and make a determination. In the event the employee is not satisfied with the
24 decision of the Committee, or if the Committee is unable to resolve the matter, it may be appealed to
25 the full King County Council. While the County may not appeal the determination of the Council,
26 the employee may pursue the matter through the grievance procedure.

27 **Section 15.5** Resulting pay in regards to a reclassification is as provided under CLA Article
28 14.2.

ARTICLE 16: PENSION

1 **Section 16.1** Effective January 5, 2013, the County shall pay \$1.50 (one dollar and fifty
2 cents) to the Western Conference of Teamsters Pension Trust Fund (“the Trust”) on account of each
3 member of the bargaining unit for every hour for which compensation was paid, said amounts to be
4 computed monthly.

5 **Section 16.2** All bargaining unit employees shall have their wage rate reduced by the amount
6 of the County’s contribution on the employee’s behalf.

7 **Section 16.3** There shall be no contribution to the Trust for cash outs of vacation, sick leave,
8 or any other accrued leaves upon an employee’s separation from employment with King County.

9 **Section 16.4** The parties agree that Memorandum of Agreements 000U0211 “Agreement
10 regarding employee participation in the Western Conference of Teamsters Pension Trust” and
11 000U0110_Local 117 “Uniform standards for establishment and administration of Western
12 Conference of Teamsters Pension Trust accounts established through collective bargaining
13 agreements with Teamsters Local 117” shall remain in full force and effect during the term of this
14 Agreement and are hereby incorporated by reference.

15 **Section 16.5** In the event the Western Conference of Teamsters should impose any penalty or
16 surcharge on hourly contributions, all such amounts shall be paid by the Employer, with an
17 equivalent payroll deduction made to the wages specified in this Agreement.

18 **ARTICLE 17: LABOR MANAGEMENT COMMITTEE**

19 **Section 17.1** A Labor-Management Committee (LMC) will be established for the Legislative
20 Analysts. The purpose of the LMC is to provide continuing communication between the parties and
21 to promote constructive labor-management relations. The LMC will meet, discuss, and exchange
22 information of a group nature and general interest to both parties.

23 **Section 17.2** The County and the Union will be responsible for the selection of their own
24 representatives. All LMC meetings will be scheduled on mutually acceptable dates and times. The
25 County will release Union (employee) representatives to attend LMC meetings. Employees attending
26 LMC meetings during their work time will have no loss in pay.

For International Brotherhood of Teamsters Local 117:

Paul Dascher
Secretary-Treasurer

For King County:

Sasha P. Alessi
Labor Relations Manager
Office of Labor Relations

2 **ADDENDUM A**

3

4 Classification Title	King County Squared Table Range
5 Legislative Analyst	66*
6 Senior Legislative Analyst	72
7 Principal Legislative Analyst	76
8 Senior Principal Legislative Analyst	79
9 Supervising Legislative Analyst I	82*

10 *Wage change is prospective only upon implementation.

ADDENDUM B

[insert here]

ADDENDUM C

BY AND BETWEEN

KING COUNTY

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

REPRESENTING LEGISLATIVE ANALYSTS

**Subject: Motion King County Legislative Branch Employee, Equipment, and Facilities Policies
– Organizational Motion**

On June 26, 2019, the King County Council passed Motion 15446, since amended by Motion 16814 (e.g., Organizational Motion) which updated the King County Legislative Branch Employee, Equipment, and Facilities Policies. Since some updates apply to legislative services staff, the parties met to discuss and bargain the impacts, to the extent required by law, and have agreed as follows:

The process by which the grievance procedure is conducted in Article 10 of the parties' collective bargaining agreement (CBA) will remain *status quo* per the terms of the existing CBA. Specifically, any member that elects to process a grievance through the Employment and Administration Committee shall be afforded appeal rights for decisions issued on discipline consistent with the practice and procedure utilized prior to the passage of this Motion.

All other provisions under the Motion that apply to the legislative services staff, including, but not limited to: minor personnel decisions, organizational structure changes, establishment of a hiring process, staffing assignments, and reclassifications, shall be addressed by the Labor-Management Committee in an attempt to seek the parties' cooperation in their execution and implementation.

All terms and provisions of the 2026-2028 CBA shall continue to apply unless specifically modified by this Addendum.

The parties agree to meet and negotiate, as required by law, any changes to a mandatory subject of bargaining proposed in a subsequent Organization Motion.

ADDENDUM D

BY AND BETWEEN

KING COUNTY

AND

TEAMSTERS LOCAL 117

REPRESENTING LEGISLATIVE ANALYSTS

Subject: KCLB Employee and Resource Policies

On June 26, 2019, the King County Council passed Motion 15446, since amended by Motion 16814 (e.g., Organizational Motion) which updated the King County Legislative Branch Employee, Equipment, and Facilities Policies. Since some of these policies impact and/or conflict with the terms of the conditions of the Coalition Labor Agreement (CLA) and the Appendix 454 Agreement Between King County and Teamsters Local 117 covering Legislative Analysts. The parties met to discuss and bargain the impacts of the updated policy, to the extent required by law, and have agreed as follows:

The following sections of the KCLB Personnel Policies shall not apply to this bargaining unit:

- Hiring Decisions, p.8 (See LMC “Policy Staff Hiring Process,” Last Updated October 3, 2019, for current document)
- Reclassifications, p.8
- Performance Evaluations, p.8
- Employee discipline, p.9
- The following sections under Telework and Work Location on p.10.
 - To telecommute
 - Employees must
 - The Council recognizes...
 - Out-of-State Work Location
 - General Remote Work Provisions
- Temporary Assignment Outside of Job Classification, p.20

The Union reserves its right to challenge the applicability and implementation of any other section of the KCLB Personnel Policies not explicitly listed above to the extent that they conflict with the labor agreement and/or existing practices and policies that predate this Agreement covering represented employees.

All terms and provisions of the 2026-2028 CBA shall continue to apply unless specifically modified by this Addendum.

The parties agree to meet and negotiate, as required by law, any changes to a mandatory subject of bargaining proposed in a subsequent Organization Motion.