

**Coalition Labor Agreement (CLA) - Appendix for 467**  
**Agreement Between King County**  
**And**  
**Teamsters Local 117**  
**Office of the Ombuds - King County Council**

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

4 **ARTICLE 1: PURPOSE STATEMENT**

5           **Section 1.1** The purpose of this Agreement is to promote the continued improvement of the  
6 relationship between King County and its employees represented by the Union. The articles of this  
7 Agreement and the Coalition Labor Agreement (CLA), subject to the limitations noted below, set  
8 forth the wages, hours and working conditions for the bargaining unit employees.

9           **Section 1.2** The CLA superseding articles that do not apply to the bargaining unit are:  
10 Unpaid Leaves of Absence (CLA Article 3), FMLA (CLA Article 11.1), Supported Employment  
11 Program (CLA Article 13), Reclassification and Resulting Pay (CLA Article 14, except Section  
12 14.2), Special Duty (CLA Article 15), Contracting Out (CLA Article 16), TLT Positions (CLA  
13 Article 17), Job Posting (CLA Article 18), Discipline and Sunset Clause (CLA Article 27), Sick  
14 Leave (CLA Article 31), , and Telecommuting (CLA Article 39).

15           **Section 1.3** The CLA non-superseding articles that do not apply to the bargaining unit are:  
16 Safety Gear and Equipment Allowance (CLA Article 42), After Hours Support (CLA Article 43),  
17 Working Out of Class (CLA Article 33), and Waiver and Complete Agreement (CLA Article 46).

18           **Section 1.4** The CLA Memoranda of Agreement that do not apply to the bargaining unit are  
19 regarding Longevity Pay/Incentive Pay for Administrative Support Classifications and Cross-  
20 Jurisdictional Special Duty Assignments.

21           **Section 1.5** The Parties recognize that certain titles utilized within the CLA may need to be  
22 changed to reflect the Office of the Ombuds’ reporting structure.

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

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

**Section 2.2 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 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.

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

**ARTICLE 3: RIGHTS OF MANAGEMENT AND WORKLOAD**

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

**Section 3.2** The County shall have the right to discipline and discharge employees, and the right to layoff employees for lack of work or funds, as part of a reorganization, for the occurrence of conditions beyond the control of the County, or when such continuation of work would be wasteful and unproductive. The County shall further have the right to hire employees and establish probationary periods for new hires, appoint, promote, train, assign, appraise employee performance, contract work and direct the workforce; develop and modify classification specifications, allocate positions to those classifications, determine work schedules, schedule overtime work, and to establish the methods and processes by which work is performed, the right to establish reasonable rules; and

1 the right to take whatever actions are necessary in emergencies in order to assure the proper  
2 functioning of the Office of the Ombuds.

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

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

14 **Section 3.4 New Employee Probation.**

15 A. The parties recognize the critical importance of obtaining the highest levels of  
16 performance from employees and the need to provide substantive on-the-job experience, training and  
17 mentoring to help new employees meet the mutually embraced requirement of high performance. In  
18 keeping with these standards, the County can terminate the employment of new employees at any  
19 time during the orientation/training or probation period(s) except for the limited reason set forth in  
20 Subparagraph B herein. Employees who are terminated during the orientation/training or probation  
21 period(s) do not have recourse under Article 9.

22 B. New employees will begin their employment with an orientation/training period  
23 beginning on the first day of employment and expiring after 90 calendar days. During the  
24 orientation/training period, new employees will not be discharged based on performance.

25 C. Following the 90 calendar days orientation/training period, the employee shall  
26 begin to serve a 90 calendar days probation period. The County may, at its discretion, extend the  
27 probation period up to an additional 90 calendar days. If the probation period is extended, the County  
28 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 County 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.

**Section 3.6 Contracting Out.** The County will endeavor to reach mutual agreement with the Union prior to any reassignment of work historically performed by this bargaining unit to employees outside of the bargaining unit. No bargaining unit employee will be laid-off due to a decision by the County to assign work historically performed by bargaining unit to employees outside the bargaining unit.

**Section 3.7 Workload Review.**

**A.** Any bargaining unit member who is not on involuntary paid administrative leave may request and receive a workload review to address workload/assignments, training/skills development, and work efficiency. Employees of the bargaining unit may request workload reviews at any time, provided it has been at least six months since the conclusion of any prior workload review.

**B.** Workload review requests will be made to the Ombuds Director. An initial meeting to review the employee's workload as described below shall occur with the Ombuds Director within 30 days. Within five business days following the meeting, the parties shall endeavor to adopt a mutually agreeable follow-up plan. In the absence of a mutually agreed plan, the parties shall have a check in meeting within 30 days of the original meeting.

**C.** The employee may request that another Teamster or shop steward from their agency be involved in the process.

**D.** The goal of the workload review is to assess workloads with the objective of making the assignments as balanced and sustainable as possible, as appropriately resourced as possible, and supportive of success for the employee and the agency.

**E.** A request for or a pending workload review will not be a basis to impose or not impose employee discipline.

**F.** The workload review process does not guarantee a change of workload.

1           **Section 3.8 Vacant Positions.** Management shall fill vacant positions as expeditiously as  
2 possible. Should there be a decision to not fill a vacant position, the parties shall discuss the impacts  
3 of such decision at a Labor Management Committee meeting.

4           **ARTICLE 4: VACATION LEAVE**

5           **Section 4.1** Employees covered by this Labor Agreement shall be eligible for vacations with  
6 pay as provided under CLA Articles 9 and 32, in addition to the below provision.

7           **Section 4.2 Vacation Scheduling.** The director/designee shall be responsible for  
8 establishing a vacation schedule that maximizes employee vacation opportunities while achieving the  
9 efficient functioning of the unit.

10          **ARTICLE 5: SICK LEAVE**

11          **Section 5.1** Employees covered by this Labor Agreement shall be eligible for sick leave  
12 benefits as provided by King County Code 3.12.220, as amended.

13          **Section 5.2** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for each  
14 hour in regular pay status excluding overtime up to a maximum of 3.6928 hours per biweekly pay  
15 period. Employees shall accrue sick leave from their date of hire in a leave-eligible position.  
16 Employees are not entitled to sick leave if not previously accrued.

17          **Section 5.3** During the first six months of service in a leave-eligible position, employees  
18 eligible to accrue vacation leave may, at the director/designee's discretion, use any accrued days of  
19 vacation leave as an extension of sick leave, unless such use is guaranteed by Washington State law.  
20 If an employee does not work a full six months in a leave-eligible position, any vacation leave used  
21 for sick leave must be reimbursed to the County upon termination, unless otherwise prohibited by  
22 Washington State Law.

23          **Section 5.4** There shall be no limit to the hours of sick leave benefits accrued by an eligible  
24 employee.

25          **Section 5.5** Separation from or termination of County employment except by reason of  
26 retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary  
27 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or  
28

1 termination. Should the employee resign, be separated for non-disciplinary medical reasons or be  
2 laid off and return to County employment within two years, accrued sick leave shall be restored.

3 **Section 5.6** Employees eligible to accrue leave and who have successfully completed at least  
4 five years of County service and who retire as a result of length of service or who terminate by reason  
5 of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an  
6 amount equal to 35 percent of their unused, accumulated sick leave multiplied by the employee's rate  
7 of pay in effect upon the date of leaving County employment, less mandatory withholdings.

8 **Section 5.7** An employee must use all of their sick leave before taking unpaid leave for their  
9 own health reasons. If the injury is compensable under the County's workers compensation program,  
10 then the employee has the option to augment or not augment time loss payments with the use of  
11 accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave  
12 whether the particular leave would be paid or unpaid; but when an employee chooses to take paid  
13 leave for family reasons, the employee may set aside a reserve of up to 80 hours of accrued sick  
14 leave. An employee who has exhausted all of their sick leave may use accrued vacation leave before  
15 going on leave of absence without pay, in accordance with Washington State law, or if approved by  
16 their appointing authority.

17 **Section 5.8** Accrued sick leave may be used for the following reasons, provided, that an  
18 employee who suffers an occupational illness may not simultaneously collect sick leave and worker's  
19 compensation payments in a total amount greater than the regular pay of the employee;

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

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

25 **B.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW  
26 49.76.

27 **C.** In the event the County facility the employee works in is closed by a public  
28

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 childbirth.

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

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

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

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

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

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

**c.** The parent of an employee, employee's spouse, or employee's



domestic partner. Parents include, biological, adoptive, de facto, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's domestic partner.

d. A grandparent, grandchild, or sibling.

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

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

a. The birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within 12 months of the birth, adoption or placement;

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

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

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

**Section 5.9 King County Family and Medical Leave (KCFML).** As provided under CLA Article 11.2., Subsections A, B and C.

**Section 5.10** The County shall continue its contribution toward health care during any unpaid leave taken under Section 5.9.

**Section 5.11** An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to bona fide layoff provisions, to:

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

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

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

**Section 5.12** Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

**ARTICLE 6: GENERAL LEAVES**

**Section 6.1** Employees covered by this Agreement shall be eligible for the following paid leave benefits:

**Section 6.2 Donated Leaves.** As provided under CLA Article 6 with the below addition.

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

**Section 6.3 Jury Duty.** Any comprehensive leave-eligible employee who is ordered on a jury shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services. Employees shall report back to their work supervisor when dismissed from jury service.

**Section 6.4 Unpaid Leaves of Absence.**

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

**B. Long-Term Leaves of Absence.** The director/designee may grant a request for a leave of absence for a period longer than 60 days. Long-Term leaves may be conditional or unconditional, with any conditions set forth in writing at the time that the leave is approved.

**Section 6.5 Supplemental Leave.** Salaried employees whose job is listed in wage addendum A may be granted up to ten days of Supplemental Leave per calendar year, at the discretion of management, in recognition of workload obligations that require employees to work substantially in excess of the standard workweek on major bodies of work and pursuant to the Supplemental Leave Policy dated April 12, 1999. Supplemental leave shall be exhausted prior to the use of vacation leave. Supplemental leave may be used any time throughout the calendar year,

provided that the employee and management specifically agree on the supplemental leave dates.  
There will be no cash out or carryover of unused Supplemental Leave to the following year.

### **ARTICLE 7: WAGE RATES**

**Section 7.1 Wage Rates.** The parties agree that the classification titles shall be compensated at the pay ranges and steps as shown in attached Addenda A and “B.”

**Section 7.2 Step Increases.** Step increases shall be annual and effective January 1<sup>st</sup> of each year provided the employee was hired into their current classification and step before October 1<sup>st</sup> of the prior year. Employees at the top step of their pay range are not eligible to receive an additional step increase. The probationary eligibility requirements for the January 1<sup>st</sup> step increase may, at management’s discretion, be waived.

Employees hired at step-1 of the wage range shall automatically advance to step-2 of the wage range upon successful completion of their probation period. Employees hired above step-1 may, at management’s discretion, advance a step upon successful completion of their probation period.

**Section 7.3 General Wage Increases or Cost-of-Living Adjustments.** General wage increases (GWI) or Cost-of-Living Adjustments (COLA) will be provided pursuant to the CLA.

**Section 7.4 Cell Phone Policy.** Members of the bargaining unit are eligible for a County provided cell phone pursuant to the King County Council Cell Phone Policy.

### **ARTICLE 8: TELEWORK, HOURS OF WORK, ETC.**

**Section 8.1 Telework.** All employees shall have the option to routinely telework, consistent with efficient and effective County operations and in a manner that affords maximum flexibility to employees to address individual situations.

**A.** Employees may be expected to participate in person for business reasons and communicate any individual circumstances to the Ombuds Director so accommodations can be made as necessary. Employees will work with the Ombuds Director to determine whether additional in-person work is required as circumstances arise.

**B.** Employees may request a modification to their work schedule at any time and requests for work schedule adjustments shall not be unreasonably denied.

C. Nothing in this agreement alters the County’s ability to receive and consider an ad hoc remote work or adjusted schedule request.

**Section 8.2 Workweek Salaried Employees (Addendum A).** The standard work week for salaried employees shall consist of 40 hours per week, exclusive of lunch periods.

**Section 8.3 Workweek Hourly Employees (Addendum B).** The standard workweek shall consist of five consecutive workdays not to exceed seven hours each and not to exceed 35 hours per week and shall normally be scheduled Monday through Friday.

**Section 8.4 Hourly Employees:** All employees working within the classifications listed in Addendum B, shall continue to be defined as “Hourly Employees” and are non-exempt from the Washington State Minimum Wage law and are eligible for overtime as specified below.

**Section 8.5 Workday Hourly Employees.** Generally, the working hours of each day shift shall be between 6:00 a.m. and 7:00 p.m. unless the operational needs of the King County Council or if the particular assignment dictates otherwise, or unless adjusted to accommodate alternative work schedules/flex time schedule which may be requested by an employee and approved or denied by the director/designee. The establishment of reasonable work schedules is vested within the purview of the King County Council and may be changed from time to time; provided, that a two-week written notice is given to all affected employees, except in exigent circumstances.

**Section 8.6 Paid Rest Periods Hourly Employees.** Hourly employees covered by this Agreement shall be provided with one paid, 15-minute rest period for each four hours of working time, not to be taken at the beginning or end of the shift, nor adjacent to a meal period. Scheduled rest periods are not required where the nature of the work allows employees to take intermittent rest periods equivalent to 15 minutes for each four hours worked. If the employee is unable to take the rest period due to work requirements the employee will be paid for the missed rest period time at the applicable pay rate.

**Section 8.7 Unpaid Meal Period Hourly Employees.** Hourly employees covered by this Agreement shall be provided with an unpaid meal period of at least one-half hour but not more than one hour during each work shift that exceeds five hours. Meal periods will be scheduled between two to five hours after the start of the shift.

**Section 8.8 Overtime Hourly Employees.** All work performed by hourly employees over forty hours in any one workweek shall be paid at the contractual overtime rate in effect at the time the overtime work is performed. The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum B wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If Washington State law requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to Washington State Law.

**A. Compensatory Time** may be paid in lieu of overtime pursuant to King County Council policy, (i.e., King County Legislative Branch Employee, Equipment, and Facilities Policies, Version 6, as amended).

**B. Authorization of Overtime.** All overtime shall be authorized in advance by the director or designee, except in emergencies. With respect to emergency situations, the employee shall make every reasonable effort to contact a supervisor prior to engaging in the work. Work on Saturday and/or Sunday is not overtime when it is a regularly scheduled workday for the employee.

**C. Minimum Standards Preserved.** If any provision of this article conflicts with minimum standards established by applicable Federal or State law, then that provision shall be automatically amended to provide the minimum standards.

**Section 8.9 Holiday Benefits Hourly Employees.** Holiday benefits (pay or paid leave) for hourly employees shall be based on the number of hours in the employee's regular workweek, up to a maximum of eight hours for full-time employees with a forty-hour week, or seven hours for full-time employees with a 35 hour work week. Regular part-time employees shall receive pro-rated holiday benefits in the same manner as outlined in this Agreement.

**Section 8.10 Vacations Hourly Employees.** Hourly employees may request to use vacation leave in one-quarter hour increments, at the discretion of the director/designee.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

**Section 9.1** The parties agree to the grievance procedure as provided under CLA Article 26, with the following modifications.

1           **A.** Grievances shall be filed at STEP 2 with the Ombuds Director. STEP 3 grievances  
2 shall be directed to the Employment and Administration Committee and placed on the agenda for the  
3 next meeting. Such meeting shall begin the fifteen (15) calendar day period to meet with the Union  
4 as described in STEP 3, subsection 1.

5           **B. Election of Remedies.** An employee who is covered by this Agreement has access  
6 either to the grievance procedure herein, or the grievance procedure provided by the Council  
7 Employment and Administration Committee. Selection of one procedure will preclude access to the  
8 other to resolve the grievance. Selection must be made at the conclusion of STEP 2 of the grievance  
9 procedure. The employee's selection is final.

#### 10 **ARTICLE 10: WORK STOPPAGES AND EMPLOYER PROTECTION**

11           **Section 10.1** The County and the Union agree that the public interest requires efficient and  
12 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
13 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
14 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
15 duties, sick leave absence which is not bona fide, or other interference with County functions by  
16 employees under this Agreement and should same occur, the Union agrees to take appropriate steps  
17 to end such interference. Any concerted action by any employees in any bargaining unit shall be  
18 deemed a work stoppage if any of the above activities have occurred.

19           **Section 10.2** Upon notification in writing by the County to the Union that any members of  
20 the bargaining unit are engaged in a work stoppage, the Union shall immediately, in writing, order  
21 such members to immediately cease engaging in such work stoppage and provide the County with a  
22 copy of such order. In addition, if requested by the County, a responsible official of the Union shall  
23 publicly order such members to cease engaging in such a work stoppage.

24           **Section 10.3** Any employee participating in such work stoppage or in other ways committing  
25 an act prohibited in this article shall be considered absent without leave. The County may consider  
26 such absence a resignation. Such employees are also subject to discharge, suspension, or other  
27 disciplinary action.  
28

**ARTICLE 11: WAIVER CLAUSE**

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

**ARTICLE 12: REDUCTION-IN-FORCE/LAYOFF REHIRS**

**Section 12.1** In the event the County determines that a layoff is necessary, the County shall select the employee to be laid-off based upon the knowledge, skills and abilities of the employee, the needs of the County, 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 12.2** 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.

**Section 12.3** The County and the Union will establish reductions in force, layoff, and recall as a standing agenda item for discussion in Labor Management Committee. The parties will endeavor to make recommendations to the labor negotiators for consideration in successor negotiations.

**ARTICLE 13: MISCELLANEOUS**

**Section 13.1. 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, e.g., 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 suspect 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 AVL data upon request before conducting an investigatory interview, then the AVL data shall not be used as evidence in any manner related to discipline.

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

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

**Section 13.2 Union Access.** Authorized representatives of the Union may have reasonable access to its bargaining unit members in County facilities for transmittal of information or representation purposes before work, after work, during lunch breaks, or other regular breaks, or at any reasonable time as long as the work of the County employees and services to the public are



unimpaired. Prior to contacting bargaining unit members in County facilities, such authorized agents shall make arrangements with the County.

**Section 13.3 Safety and Health.** In the event an employee discovers or identifies an unsafe condition, the employee will immediately notify the supervisor. Employees will not be disciplined for reporting unsafe conditions. No employee shall be required to use equipment which is unsafe, or to work in an unsafe environment.

**Section 13.4 Job Related Training.** The County will pay all fees and travel expenses for required job-related training, as approved by the County. This includes necessary release time that is preapproved.

**Section 13.5 Employee Access.** The employee may examine the employee's personnel file. Employees upon request may receive one copy from their personnel file copied at no cost. Material relating to job performance or personal character will be provided to the employee prior to placement in the personnel file. The employee may challenge the propriety of including it in the file, and/or submit the employee's own documentation to be attached to the challenged material. Employees may request to have materials that reflect favorably on their performance or character included in their personnel file.

**Section 13.6. 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 demand on a timely basis, as provided in the King County Personnel Records Management Guidelines.

**Section 13.7 Union Representation.** In the event the County requires an employee to attend a meeting for purposes of questioning an employee with respect to an incident which may lead to discipline of that employee, should the employee desire Union representation in said matter, the employee shall notify the County at that time and shall be provided a reasonable time to arrange for Union representation.

#### **ARTICLE 14: CLASSIFICATIONS**

**Section 14.1** The determination of which classification an employee will be placed will be made by the County. While job duties and responsibilities will be the primary factor determining the

appropriate classification for employees, it is also recognized that the County may retain what it deems to be an appropriate distribution of employees in each classification. As per Article 3, management can initiate a reclassification or approve an employee's requested classification at any time.

**Section 14.2** An employee may initiate a reclassification request as follows: if there has been a significant and material change in the duties and responsibilities of the employee, and that the change is permanent rather than temporary, the employee may file a request with the Ombuds Director (or other employee designated by the Council) to be reclassified into the next higher classification. The request must include supporting documentation. The Ombuds Director (or other employee designated by the Council) will have 60 days to review the request and respond to the employee. An employee is not eligible to submit a reclassification request if it has been less than 12 months since the placement in a classification or the date of a previous classification determination.

**Section 14.3** In the event the employee is not satisfied with the determination of the Ombuds Director, the employee may file an appeal, in writing, to the Chair of the King County Council's Employment Committee, with a copy to the Chief of Staff (or other employee designated by the Council) and to the Ombuds Director. The Chief of Staff (or other employee designated by the Council) will thereafter request that the Council Human Resources Manager conduct a review of the employee's job duties, and responsibilities, and make a recommendation on whether a reclassification is appropriate. The recommendation, and supporting material, will be provided to the King County Council's Employment Committee. The Committee will have 30 days to review the recommendation and make a determination. In the event the employee is not satisfied with the decision of the Employment Committee, the matter may be appealed to the full King County Council. The decision of the Council may only be appealed through a non-binding fact-finding process. In order to initiate the fact-finding process, the Union must provide the written notice to the County within 14 calendar days of the Council's decision. If the parties are unable to agree upon a fact-finder, they will request a panel from the Public Employment Relations Commission. The fact-finder will be charged with making a non-binding recommendation to the parties on whether the employee's classification should be changed, consistent with the above criteria. The fact-finding process shall be

1 determined by the fact-finder, and will be conducted fairly and expeditiously. Prior to issuing a  
2 formal recommendation, the fact-finder will meet informally with the parties to inform them of their  
3 findings. Thereafter, the parties will have two weeks to attempt to reach an agreement. If no  
4 agreement is reached, the fact-finder shall issue their non-binding decision. The cost of the fact-  
5 finder shall be borne equally by the parties, while any other costs shall be the responsibility of the  
6 party incurring them.

7       **Section 14.4** The County may initiate a review of the classification of an employee to  
8 determine whether the job duties and responsibilities of the position should result in the employee  
9 being reduced to a lower classification. The review shall be conducted by Council Human  
10 Resources. The review and recommendation, and supporting material, will be provided to the King  
11 County Council's Employment and Administration Committee. The Committee will have 30 days to  
12 review the recommendation and make a determination. In the event the employee is not satisfied  
13 with the decision of the Employment and Administration Committee, or if the Employment and  
14 Administration Committee is unable to resolve the matter, it may be appealed to the full King County  
15 Council. While the County may not appeal the determination of the Council, the employee may  
16 pursue the matter through the grievance procedure.

17       **Section 14.5** Resulting pay in regards to a reclassification is as provided under CLA Article  
18 14.2.

## 19 **ARTICLE 15: PENSION**

20       **Section 15.1** Effective January 1, 2023, the County shall pay \$2.00 to the Western  
21 Conference of Teamsters Pension Trust Fund ("the Trust") on account of each member of the  
22 bargaining unit for every hour for which compensation was paid, said amounts to be computed  
23 monthly.

24       **Section 15.2** All bargaining unit employees whose job is listed in wage addendum A shall  
25 have their wage rate reduced by the amount of the County's contribution on the employee's behalf.

26       **Section 15.3** There shall be no contribution to the Trust for cash outs of vacation, sick leave,  
27 or any other accrued leaves upon an employee's separation from employment with King County.  
28

1           **Section 15.4** The parties agree that Memorandum of Agreements 000U0211 “Agreement  
2 regarding employee participation in the Western Conference of Teamsters Pension Trust” and  
3 000U0110\_Local 117 “Uniform standards for establishment and administration of Western  
4 Conference of Teamsters Pension Trust accounts established through collective bargaining  
5 agreements with Teamsters Local 117” shall remain in full force and effect during the term of this  
6 Agreement and are hereby incorporated by reference.

7           **Section 15.5** In the event the Western Conference of Teamsters should impose any penalty or  
8 surcharge on hourly contributions, all such amounts shall be paid by the County, with an equivalent  
9 payroll deduction made to the wages specified in this Agreement.

10           **Section 15.6** The County and the Union agree to re-open negotiations during the term of this  
11 Agreement upon request by the Union for the purpose of negotiating for employees whose job is  
12 listed in wage Addendum B to participate in the Western Conference of Teamsters Pension Trust  
13 Plan (Plan). The parties understand and agree that negotiating will only occur after a majority of the  
14 bargaining unit employees whose job is in Addendum B vote in favor of participating in the Plan, and  
15 all Addendum B bargaining unit employees must participate.

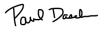
16           **ARTICLE 16: LABOR MANAGEMENT COMMITTEE**

17           **Section 16.1** A Labor-Management Committee (LMC) will be established for the bargaining  
18 unit. The purpose of the LMC is to provide continuing communication between the parties and to  
19 promote constructive labor-management relations. The LMC will meet, discuss, and exchange  
20 information of a group nature and general interest to both parties.

21           **Section 16.2** The County and the Union will be responsible for the selection of their own  
22 representatives. All LMC meetings will be scheduled on mutually acceptable dates and times. The  
23 County will release Union (employee) representatives to attend LMC meetings. Employees attending  
24 LMC meetings during their work time will have no loss in pay.

For International Brotherhood of Teamsters Local 117:

Signed by:



7AD5B391B59D41E

Paul Dascher

Secretary-Treasurer

For King County:

DocuSigned by:



9BBD219A728F4E7

Sasha P. Alessi

Labor Relations Manager

Office of Labor Relations, Executive Office

**cba Code: 467****Union Code: F19****ADDENDUM A**

<b>Job Code</b>	<b>Classification Title</b>	<b>King County Squared Table Range</b>
007123	Assistant Tax Advisor III	61
007150	Deputy Ombuds	66
007151	Senior Deputy Ombuds	73
007152	Principal Deputy Ombuds	79
007153	Senior Principal Deputy Ombuds	82

**CBA Code: 467****Union Code: F19****ADDENDUM B (For Hourly Wage Positions)**

<b>Job Code</b>	<b>Classification Title</b>	<b>Grade*</b>
<u>007010</u>	<u>Legislative Records Specialist - Ccl</u>	22
<u>007007</u>	<u>Administrator - Ccl</u>	20

*\* For "Grades" see the King County Council 13 step unique non-exempt annual schedule.*