AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
LEGISLATIVE ANALYSTS – KING COUNTY COUNCIL

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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

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.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

Section 2.2 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union, or pay fees to the Union to the extent permitted by law. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union, or pay fees to the Union to the extent permitted by law.

Provided however, that nothing contained in this section shall require an employee to join said Union who can substantiate in accordance with case law bona fide religious tenets or teachings that

prohibit the payment of dues or initiation fees to Union organizations. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to a non-religious charity mutually agreed upon by the employee affected and the Union to which such public employee would otherwise pay the dues and initiation fee. The public employee shall furnish proof to the Union each month that such payment has been made.

Section 2.3 Dues Deduction: Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues and initiation fee or the appropriate fair share payment for temporary employees, as certified by the Union, and shall transmit the same to the Union.

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 2.4 The County will require all new employees hired, transferred, or promoted into a position included in the bargaining unit to complete a form to inform the Union of their hire. One copy of the form will be retained by County payroll, one copy of the form will be given to the employee and the original will be sent to the Union. The County will notify the Union of any employee leaving the bargaining unit.

Section 2.5 The County will transmit to the Union a current listing of all employees in the bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per calendar year. For all employees performing bargaining unit work, the list shall include the name of the employee, classification, department and salary.

Section 2.6 Failure by an employee to satisfy the requirements of Section 2 shall constitute cause for dismissal; provided that King County has no duty to act until the Union makes a written request for discharge and verifies that the employee received written notification of the delinquency including the amount owing, the method of calculation, and notification that non-payment after a period of no less than seven (7) days will result in discharge by the County. A copy of each written notification shall be mailed to the County concurrent with its mailing to the employee.

ARTICLE 3: RIGHTS OF MANAGEMENT

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 the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Council.

Section 3.3 Discipline and Discharge: The parties recognize the critical importance of obtaining the highest levels of performance from unit employees, and thus have mutually embraced a requirement of high performance. The Union and the employees also agree upon the County's need to ensure employees fully comply with all rules, policies and practices of the County. As such, while the suspension, demotion and discharge of employees is subject to just cause, these standards and expectations shall be the baseline for any such determination.

Should the dispute resolution procedure be invoked in order to resolve a dispute concerning the employer's application of the just cause standard, the County's judgment shall be upheld unless it is found to be arbitrary and capricious. Any action which is based upon the County's judgment concerning the performance of a unit employee, and which has been documented through a process of performance management pursuant to Article 21, is final and may not be challenged through the arbitration procedure.

Section 3.4 Payroll System: The right to define and implement a new payroll system, including but not limited to a biweekly payroll system, is vested exclusively in King County.

Implementation of such system may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes necessary to implement such payroll system.

Section 3.5 Work Assignments: In order to avoid work jurisdiction disputes, and to ensure that work is performed in the most efficient and appropriate manner, the County retains the right to make all work assignments, including the determination of whether work will be assigned to bargaining unit members or other County employees, and to reassign work into or out of the bargaining unit. Provided, however, no bargaining unit employees will be laid-off due to a decision by the County to assign work historically performed by bargaining unit employees outside the bargaining unit, prior to exhausting the statutory obligation to bargain.

ARTICLE 4: HOLIDAYS

Section 4.1 Employees covered by this Labor Agreement shall be eligible for holidays with pay as provided by King County Code 3.12.230, as amended.

A. Employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Day Before New Year's Day	
Two (2) Personal Holidays	

and any special or limited holidays as declared by the president or governor, and as approved by the Metropolitan King County Council.

Section 4.2 For holidays falling on a Saturday, the Friday before shall be a paid holiday. For holidays falling on a Sunday, the Monday following shall be a paid holiday.

Section 4.3 Personal holidays shall be administered through the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November of each year.

Section 4.4 An employee must be in a pay status, either the employee's scheduled work day before, or employee's scheduled work day after a holiday in order to receive holiday pay. An employee leaving County employment the day prior to the holiday shall not receive holiday pay.

ARTICLE 5: VACATIONS

Section 5.1 Employees covered by this Labor Agreement shall be eligible for vacations with pay as provided by King County Code 3.12.190, as amended.

A. Employees shall accrue vacation leave as described in the following table:

Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	5	000 thru 060	0.0462 X Basis Hours	12
6	8	061 thru 096	0.0577 X Basis Hours	15
9	10	097 thru 120	0.0616 X Basis Hours	16
11	16	121 thru 192	0.0770 X Basis Hours	20
17	17	193 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1078 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	99	301 and up	0.1154 X Basis Hours	30

B. Employees eligible for leave shall accrue vacation leave from their date of hire in a leave eligible position.

C. Employees eligible for leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position, and if they leave County employment prior to successfully completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

D. Employees eligible for leave shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six months of County service. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

E. Employees eligible for leave shall not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this Article.

F. No employee eligible for leave shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.

G. In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six (6) months of County service in a leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

H. If an employee resigns from a full-time regular or part-time regular position or is laid off and subsequently returns to County employment within two years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Section 5.1.A.

Section 5.2 Vacation Use. In addition to the aforementioned vacation benefits provided in King County Code 3.12.190, employees eligible for leave may accrue up to (480 hours) of vacation. The County will give notice on or about July 1 of each year to employees whose vacation accrual will exceed 480 hours by the end of the year. Employees who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year; 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 eight (8) hours per month. 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 (6) 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. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

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; provided, that such restoration shall not apply where the former employment was in a term-limited position.

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 thirty-five percent (35%) 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 his or her sick leave before taking unpaid leave for his or her 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, he or she may set aside a reserve of up to eighty (80) hours of accrued sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority.

Section 6.8 Accrued sick leave shall be used for the following reasons:

A. The employee's bona fide illness; 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;

B. The employee's incapacitating injury, provided that:

An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the regular pay of the employee; though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status;

C. 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;

D. Exposure to contagious diseases and resulting quarantine.

E. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth.

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

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

H. 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.

I. To care for other family members, if:

1. The employee has been employed by the County for twelve months or more and has worked a minimum of one thousand forty hours in the preceding twelve months;

2. the family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and

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 twelve 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 6.9 An employee may take a total of up to eighteen weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 6.8.G and 6.8.I combined, within a twelve month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

A. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority.

B. An employee make take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

C. If an employee requests intermittent leave or leave on a reduced leave schedule under Section B. above, that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

Section 6.10 Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement.

Section 6.11 The County shall continue its contribution toward health care during any unpaid leave taken under Section 6.9.

Section 6.12 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 he or she 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 6.13 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 7: PAID LEAVES

Section 7.1 Employees covered by this Labor Agreement shall be eligible for the following paid leave benefits as provided for in King County Code 3.12.210, 3.12.215, 3.12.223, 3.12.225, 3.12.240, 3.12.260, as amended.

Section 7.2 Bereavement Leave (KCC 3.12.210):

A. Employees eligible for paid leaves shall be entitled to three (3) working days of bereavement leave per occurrence, due to death of members of their immediate family.

B. Employees eligible for leaves who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3) days for each instance of death when death occurs to a member of the employee's immediate family.

C. In cases of family death where no sick leave benefit exists, the employee may be

granted leave without pay.

D. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against the employee's sick leave account nor bereavement leave credit.

E. Immediate family means any of the following relatives of the employee, employee's spouse or employee's domestic partner: spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild.

Section 7.3 Organ Donor Leave (KCC 3.12.215):

A. The appointing authority shall allow employees eligible for family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

1. Give the appointing authority reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

2. Provide written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

B. Time off from work for the purposes set out above in excess of five (5) working days shall be subject to existing leave policies contracted in this Agreement.

Section 7.4 Donation of Leaves (KCC 3.12.223):

A. Vacation leave hours.

1. Any employee eligible for leave benefits may donate a portion of his or her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur

upon written request to and approval of the donating director(s), 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 Council.

2. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

3. Donated vacation leave hours must be used within ninety calendar days following the date of donation. Donated hours not used within ninety days or due to the death of the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation leave payoff provisions contained in Article 5. For purposes of this section, the first hours used by an employee shall be accrued vacation leave hours.

B. Sick leave hours.

1. Any employee eligible for leave benefits may donate a portion of his or her accrued sick leave to another employee eligible for leave benefits upon written notice to the employee and Chief of Staff.

2. No donation shall be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred hours or more. No employee may donate more than twenty-five hours of his or her accrued sick leave in a calendar year.

3. Donated sick leave hours must be used within ninety calendar days. Donated hours not used within ninety days or due to the death of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in Article 6, and sick leave restoration provisions contained in Article 6. For purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

C. All donations of vacation and sick leave made under this section are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

D. All vacation and sick leave hours donated shall be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be

divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time of reconversion.

Section 7.5 Leave for School Volunteer Service (KCC 3.12.225):

The Supervisor shall allow the use of up to three days of sick leave each year to allow employees to perform volunteer services at the school attended by the employee's child, the employee's grandchild, the child of the employee's domestic partner, or child that resides in the employee's home. Employees requesting to use sick leave for this purpose shall submit such request in writing specifying the name of the school and the nature of the volunteer services to be performed.

Section 7.6 Jury Duty (KCC 3.12.240):

Any employee eligible for leave benefits who is ordered on a jury shall be entitled to his or her 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 7.7 Military Leave (KCC 3.12.260):

A leave of absence for active military duty or active military training duty shall be granted to eligible employees in accordance with applicable provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the appointing authority in writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

Section 7.8 Unpaid Leaves of Absence:

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

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

Section 7.9 Supplemental Leave. Employees covered by this Agreement may be granted up to ten (10) 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 8. WAGE RATES

Section 8.1 Wage Rates: The parties agree that the classification titles shall be compensated at the pay ranges and steps as shown in attached Addendum "A."

Subsequent step increases shall be annual and effective January 1 of each year, unless the employee received a performance evaluation of "minimally qualified" or lower for the preceding year or is already at the top step of the applicable pay range, in which case the employee shall remain at his or her current step.

Section 8.2 Cost of Living Adjustment:

A. 2015 and 2016 COLA. The parties agree to participate in the COLA Coalition to negotiate the COLA for 2015 and 2016. Any COLA for 2015 and/or 2016 shall be agreed via separate memorandum of agreement between the parties. The parties agree that the Lump Sum Coalition Participation Premium Payment that was paid to members of the bargaining unit pursuant to the Total Compensation Coalition agreement shall be extended to bargaining unit members Erin Auzins, Rachelle Celebreeze, and Katherine Cortes upon implementation of this Agreement.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this Agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this Agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

Section 8.3 Special District Assignment: Bargaining unit members assigned in writing by the County to provide ongoing support to a special district for more than thirty (30) days will receive a 5% premium for as long as so assigned.

Section 8.4 Reopener: Upon implementation of a revised performance appraisal process, the parties agree to reopen negotiations regarding merit above top step pay.

Section 8.5 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. All current classifications of the bargaining unit are deemed to have a business need for a cell phone under the policy.

ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE

The County will provide a medical, dental and life insurance plan for all benefit eligible employees; such plans, including any changes thereto, to be as negotiated by the County and the Union through the Joint Labor Management Insurance Committee.

ARTICLE 10: HOURS OF WORK

Section 10.1 Workweek. The standard work week shall consist of forty (40) hours per week, exclusive of lunch periods.

Section 10.2 Workday. The establishment of reasonable work schedules is vested within the purview of the Council management and may be changed from time to time. The County agrees to make a good faith effort to accommodate employees' requests for a 9-80 work schedule, or the opportunity to routinely work remotely up to one day per pay period (collectively, Adjusted Schedule), consistent with efficient and effective County operations.

At a minimum, individual employees considered eligible must be in good standing related to work product, timeliness and performance goals for at least one year prior to the request. Other considerations include, but are not limited to, the number of approved Adjusted Schedules, the productivity and availability of the workgroup as a whole and how an Adjusted Schedule for one individual may affect others' workload and quality of work. No request for an Adjusted Schedule shall include a Council or Committee day out of the office. Additionally, the employer may temporarily suspend an Adjusted Schedule due to episodic and/or unforeseen increases in Council

work load (e.g. biennial budget process, Comprehensive Plan, a significant special project or others).

As part of the written request, the employee must affirm his or her commitment to remain available and fully responsive to Council needs, consistent with normal work practices, and that there will be no reduction in productivity or deliverables.

All Adjusted Schedules shall be requested for approval annually by the Employer.

In the event that the Employer makes a good faith determination to revoke the Adjusted Schedule, the Employer will provide four weeks' notice, absent exigent circumstances.

An employee who is denied a request or who is subject to a revocation of an Adjusted Schedule shall have the right to appeal the denial, within ten (10) days to the Employment and Administration Committee, to be heard at one of the next two meetings of the Committee. The employee shall have the opportunity to present their request in person. The Committee shall sustain or reverse the decision, within thirty (30) days of the matter being presented to the committee. This timeline may be extended upon the request of the employer and shall not be unreasonably denied by the union. The decision of the Committee is final and not subject to Article 11 Grievance Procedure.

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

ARTICLE 11: GRIEVANCE PROCEDURE

Section 11.1 Grievance/Arbitration/Mediation: The County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

A. Definition.

Grievance - A claim by an employee or the Union that the terms of this Agreement have been violated and/or a dispute exists concerning the proper application or interpretation of this Agreement.

B. Procedure.

Step 1. A grievance shall be verbally presented by the aggrieved employee (and

his/her representative if the employee wishes) to the Chief of Staff within ten (10) working days of the occurrence of the events giving rise to such grievance, or, if the employee was unaware of said events, the grievance shall be verbally presented to the Chief of Staff within ten (10) days of when a reasonable employee would have become aware of the events. The Chief of Staff shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days. If a grievance is not presented in writing to the next level within ten (10) working days of the decision of the Chief of Staff, it shall be presumed resolved and the union shall forfeit any further right to advance the grievance.

Step 2. If after thorough evaluation, the decision of the Chief of Staff has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Chair of the Employment Committee. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Chair of the Employment Committee. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within ten (10) working days and, in the event such written decision is not available within ten (10) working days, the grievance shall be moved to the next step. If the grievance is not pursued to the next higher level within fifteen (15) working days of the decision of the Chair of the Employment Committee, it shall be presumed resolved and the union shall forfeit any further right to advance the grievance.

Step 3. If the Chair of the Employment Committee's disposition of the grievance is not satisfactory to the employee and Union, or an action or decision of the Chair of the Employment Committee is the cause of the grievance, the Union may, in writing, refer the grievance to the Employment Committee within ten (10) working days following receipt of the Chair of the Employment Committee's decision or, in the case of a grievance against an action or decision of the Chair of the Employment Committee, within ten (10) working days of the event giving rise to such grievance. The Employment Committee will conduct a grievance hearing within fifteen (15) working days of receipt of the grievance. The employee/Union and the Chair of the Employment Committee or designee shall be provided the opportunity to present whatever information they consider relevant.

Strict rules of evidence need not be followed in conducting the hearing.

The Employment Committee shall render a final resolution within fifteen (15) working days of the conclusion of the hearing.

Step 4. Either signatory party may request arbitration within fifteen (15) working days of the conclusion of Step 3. A request for arbitration must be submitted in writing to the King County Labor Relations Director or designee, and to the Council Chair, or to the Union representative if the County Council requests arbitration. The arbitration request must specify:

a) Identification of section(s) of Agreement allegedly violated;

b) Details or nature of the violation;

c) Position of party who is referring the grievance to arbitration;

d) Questions which the arbitrator is being asked to decide; and

e) Remedy sought.

The parties shall then select a disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Services or another agency if the parties agree. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The arbitrator shall be asked to render a decision within 30 days of the close of the hearing and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf. Regardless of the outcome of the arbitration, each party shall bear the cost of its own legal representation.

Section 11.2 Union Representation. In the event the Employer requires an employee to attend a meeting for purposes of questioning an employee with respect to an incident which may lead

to termination of that employee, should the employee desire Union representation in said matter, he/she shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union representation.

Section 11.3 Extension of Timeframes. The parties may extend the above described deadlines in writing by mutual agreement of the parties.

Section 11.4 Election of Remedies. An employee who is covered by this Agreement has access either to the grievance procedure herein, or the grievance procedure provided the Council Employment Committee. Selection of one procedure will preclude access to the other to resolve the grievance. Selection must be made at the conclusion of Step 1 of the procedure set forth by the Employment Committee or at the conclusion of Step 2 of the grievance procedure in Article 11. The employee's selection is final.

ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY

The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation, gender identity, political ideology, ancestry or disability. Allegations of unlawful discrimination shall not be a proper subject for adjudication under the grievance arbitration procedure of Article 11 of this Agreement. Grievances involving allegations of discrimination that are not resolved through the grievance procedure of Article 11 may be referred by the grievant to the appropriate government agency.

ARTICLE 13: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 14.1 The Employer and the Union agree that the public interest requires efficient and

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

Section 14.2 Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section 14.3 Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without leave. The County may consider such absence a resignation. Such employees are also subject to discharge, suspension, or other disciplinary action.

ARTICLE 15: 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 16: REDUCTION-IN-FORCE/LAYOFF REHIRES

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 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.

An employee that has been laid-off will be placed on a recall list for a period of two (2) 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 17: PAST PRACTICE

The parties agree that this Agreement will constitute the whole and entire Agreement between the parties. Further, that any past practice which is not specifically and expressly contained within the terms of this Agreement will be considered abolished and will no longer be considered a precedent.

ARTICLE 18: MISCELLANEOUS

Section 18.1 Union Leave. An employee elected or appointed to office in the Union which requires a part or all of their time shall be given leave of absence up to one (1) year without pay upon application.

Section 18.2 Reimbursement for Personal Transportation. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established through Ordinance by the County Council.

Section 18.3 Bulletin Boards and Use of Equipment. The employer agrees to permit the Union shop stewards and business representatives to post on County bulletin boards the announcement of meetings, election of officers, and any other similar official material from the Union, providing there is sufficient space, beyond what is required by the County for "normal" business operations, and provided further that such material is neither political nor inflammatory, as determined by the employer.

Union shop stewards and business representatives shall be allowed to post electronic mail notices on the County system if the notices meet the same requirements listed above. In addition, such representatives may use the County electronic mail system for communications related to

contract administration. In no circumstances shall use of the County equipment interfere with County operations. The Union recognizes that there is no assurance of privacy or confidentiality for information sent through the County system.

Section 18.4 Union Access. Authorized representatives of the Union may have reasonable access to its 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 members in County facilities, such authorized agents shall make arrangements with the Chief of Staff.

Section 18.5 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 18.6 Bus Pass. The County agrees to maintain the current bus pass benefit for eligible employees for the life of this Agreement.

Section 18.7 Job-Related Training. The County will pay all fees and travel expenses for required job-related training, as approved by the employer.

Section 18.8 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 18.9. Disclosure. 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.

ARTICLE 19: CLASSIFICATIONS

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 Employer 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.

An employee may initiate a reclassification request as follows: After an employee has been in a classification for three (3) years, and 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 Chief of Staff (other employee designated by the Council) to be reclassified into the next higher classification. The three (3) year requirement shall not apply to a bargaining unit member who has been designated as a committee lead, however, all other requirements shall continue to apply. The request must include supporting documentation in a format to be approved by the King County Council. The Chief of Staff (other employee designated by the Council) will have sixty (60) days to review the request and respond to the employee.

In the event the employee is not satisfied with the determination of the Chief of Staff (other employee designated by the Council), 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 (other employee designated by the Council). The Chief of Staff (other employee designated by the Council) will thereafter request that the King County Department of Human Resources conduct a review of the employee's job duties, and responsibilities, and make a recommendation on whether a re-classification is appropriate. The recommendation, and supporting material, will be provided to the King County Council's Employment Committee. The Committee will have thirty (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 fourteen (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 determined by the fact-finder, and will be conducted fairly and expeditiously. Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have two (2) weeks to attempt to reach an agreement. If no agreement is reached, the fact finder shall issue his or her non-binding decision. The cost of the fact-finder shall be borne equally by the parties, while any other costs shall be the responsibility of the party incurring them.

The County may initiate a review of the classification of an employee to determine whether the job duties and responsibilities of the position should result in the employee being reduced to a lower classification. The review shall be conducted by Human Resources. The review and recommendation, and supporting material, will be provided to the King County Council's Employment Committee. The Committee will have thirty (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, or if the Employment Committee is unable to resolve the matter, it may be appealed to the full King County Council. While the County may not appeal the determination of the Council, the employee may pursue the matter through the grievance procedure.

ARTICLE 20: PENSION

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

All bargaining unit employees shall have their wage rate reduced by the amount of the County's contribution on the employee's behalf.

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

The parties agree that Memorandum of Agreements 000U0211 "Agreement regarding

employee participation in the Western Conference of Teamsters Pension Trust" and 000U0110_Local 117 "Uniform standards for establishment and administration of Western Conference of Teamsters Pension Trust accounts established through collective bargaining agreements with Teamsters Local 117" shall remain in full force and effect during the term of this Agreement and are hereby incorporated by reference.

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

ARTICLE 21: PERFORMANCE EVALUATIONS

The parties will meet to discuss improvements in the performance review form and process, to be implemented within twelve (12) months of implementation on this Agreement. Any such process is subject to County Council review and approval and bargaining unit ratification prior to implementation. Until the new process is implemented, the County may continue its existing performance evaluation process.

ARTICLE 22: DURATION

This Agreement and each of its provisions shall be in full force and effect when ratified by the parties, unless a different effective date is specified, and covers the period of July 1, 2014 through June 30, 2016. Written notice to begin negotiations for a successor to this Agreement shall be served by either party upon the other at least sixty (60) days prior to the expiration date.

APPROVED this 22nd day of December, 2015.

By: _____

King County Executive

_____

John Scearcy
Secretary-Treasurer
International Brotherhood of Teamsters Local 117

cba Code: 454

Union Code: F15

ADDENDUM A
International Brotherhood of Teamsters Local 117
King County Council Legislative Analysts

Job Class Code	PeopleSoft Job Code	Classification Title	King County Squared Table Range
2800080	246501	Legislative Analyst I - Council	62
2800090	246601	Legislative Analyst II - Council	66
2800100	246401	Legislative Analyst - Senior - Council	72
2800200	246201	Principal Legislative Analyst - Council	76
2800300	246301	Principal Legislative Analyst - Senior - Council	79

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
REPRESENTING LEGISLATIVE ANALYSTS

Subject: Implementing a pilot project establishing a Team Leader assignment for designated employees and setting a compensation level for same

Background:

1. The International Brotherhood of Teamsters, Local 117 ("Union") represents employees in the King County Council's office. The scope of this bargaining unit is defined by the classifications that are listed in Addendum A of the current Collective Bargaining Agreement ("CBA"), effective July 1, 2014, through June 30, 2016.

2. In November 2012 the parties started the below described process as a pilot project to improve the delivery of services to Council members, as well as to ensure accurate and timely work.

3. The parties have discussed this matter and agreed to the following.

Agreement:

1. This Agreement will go into effect upon signature of the parties and ratification by the King County Council, and will be in effect until the duties identified below have been reassigned outside the bargaining unit, at which time this pilot project may be ended by the County.

2. Employees will be designated and removed as Team Leaders at the discretion of the Chief of Staff or other employee designated by the Council, provided that no employee will be designated as a Team Leader without his/her agreement.

3. A maximum of five (5) employees will be designated as Team Leaders at one time.

4. Team Leaders' additional duties and responsibilities will include, but not be limited to, the following:

a. Consultation with committee lead staff to ensure adequate staffing to meet the needs of the committee.

b. Mentoring and coaching assigned staff, as needed.

c. Assigning work (in consultation with lead staff) to committee analysts and support staff.

d. Reviewing work against professional and technical standards.

e. Meeting on an ongoing basis with staff on his/her team to ensure that the work program goals are being met, and providing quarterly reviews based upon employee goals.

f. Ensuring that needed training is provided, depending on availability of resources.

g. Preparing performance evaluations.

5. Employees designated as Team Leaders will be compensated at a rate which is five percent (5%) greater than their regular rate for all time so assigned.

6. In consultation with the Union, the Chief of Staff or other employee designated by the Council may review and revise the program as needed, excluding revision of the compensation rate.

7. The parties agree that this Agreement is non-precedential and does not establish a practice. It may not be used or referred to by any of the parties except for the purpose of enforcing this Agreement itself.

For International Brotherhood of Teamsters Local 117:

John Scearcy
Secretary-Treasurer

11/9/15
Date

For King County:

Robert Railton
Labor Negotiator
Office of Labor Relations

12/11/15
Date

ADDENDUM C

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
REPRESENTING LEGISLATIVE ANALYSTS

Subject: Article 21, Performance Evaluations

Background:

1. The parties are signatories to a Collective Bargaining Agreement ("CBA") representing Legislative Analysts working for the King County Council.

2. Pursuant to Article 21 of the CBA, the parties have had discussions in order to develop a performance evaluation process.

3. As a result of those discussions, the parties agree to the following.

Agreement:

1. This agreement will go into effect upon signature of the parties and ratification by the King County Council, and covers the period January 1, 2013, through December 31, 2018.

2. The parties have jointly developed the attached performance evaluation process.

3. Any action taken by the County concerning the performance of a unit employee will be based on the employee's performance after January 1, 2013.

4. This agreement may be modified or rescinded by mutual agreement of the parties.

For the International Brotherhood of Teamsters
Local Union No. 117:

Tracey A. Thompson, Secretary-Treasurer — Date: 10-31-12

For King County:

Jim Meith, Labor Negotiator
Office of Labor Relations — Date: 11-8-12