AGREEMENT

By and Between

TEAMSTERS LOCAL UNION NO. 117

Affiliated With The International Teamsters Union



And

KING COUNTY (454) LEGISLATIVE ANALYSTS KING COUNTY COUNCIL

Term of Agreement

January 1, 2026 - December 31, 2028

KING COUNTY AND KING COUNTY COALITION OF UNIONS COALITION LABOR AGREEMENT

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#### KING COUNTY AND

# KING COUNTY COALITION OF UNIONS COALITION LABOR AGREEMENT

#### **PREAMBLE**

These Articles constitute an Agreement, the terms of which have been negotiated in good faith, between King County (the County) and the King County Coalition of Unions (the Coalition). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (the Council) of King County Washington.

#### **DEFINITIONS**

- 1. **Director:** Chief Officer or designee of an Executive Branch agency (i.e., departments, divisions, and offices), or the Chief Officer or designee of a separate branch of County government agency (i.e., Superior Court, District Court, Prosecuting Attorney's Office, and Council).
  - **2. Designee:** Representative selected by Director.
- **3.** Comprehensive leave eligible employee/position: Full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees.
- **4. Loco Parentis:** An individual who assumes the parental rights, duties, and obligations without going through the legal formality of adoption.
  - **5. Agency:** Executive Branch of County government.
  - **6. County:** Executive Branch and separate branches of County government.

#### **PURPOSE STATEMENT**

The Coalition Labor Agreement (CLA) reflects an approach to collective bargaining intended to establish common contractual provisions for the employees covered by this agreement that realize the parties' joint interests in financial and operational stability and sustainability, and help create a mutually desirable, competitive and consistent employment package for the County's highly capable workforce. The CLA was achieved through a collaborative bargaining process between the County and the Coalition.

#### COALITION INDIVIDUAL BARGAINING AGREEMENTS

1. CLA bargaining occurred for the purpose of "bargaining standard practices, procedures, and CBA provisions." The CLA "will bring greater efficiency to King County and support its Best Run Government principles. The CLA will meet the parties' joint interests in financial and

operational stability and sustainability, and help create a desirable, competitive, and consistent

employment package for the County's highly capable workforce."

2. Current Union's Collective Bargaining Agreements (hereinafter Appendix/Appendices)

shall remain in effect unless modified by mutual agreement by the CLA.

3. Any lesser conditions contained in an Appendix shall be superseded by the conditions

contained in this CLA. However, except where specifically stated otherwise in the CLA, nothing

in the CLA shall deprive any employee of any superior benefit contained in their Union's

Appendix.

4. Separate Branches of County Government. The parties agree that provisions in this

CLA governing hours and working conditions do not apply to the Prosecuting Attorney's Office,

Superior Court, District Court and Council. Those agencies have the authority to negotiate hours

and working conditions separate and apart from this CLA.

**ARTICLE 1: COALITION BARGAINING AGREEMENTS SUPERSEDING** 

In order for the County, the Coalition and the employees to further benefit from the concept

of King County's Best Run Government initiatives and to find efficiencies related to those

initiatives the following CLA Articles shall supersede language on the same Articles in the

Appendix.

**ARTICLE 2: MILITARY LEAVE** 

Employees shall receive military leave in accordance with County policy, state and federal

law, as amended.

ARTICLE 3: UNPAID LEAVES OF ABSENCE

**3.1. Short-Term Leaves of Absence.** A leave of absence without pay, not covered by

any other provision of this Agreement, for a period not exceeding 30 consecutive days may be

granted to a comprehensive leave eligible employee by the employee's director.

3.2. Long-Term Leaves of Absence. The employee's director may grant a leave of

absence without pay, not covered by any other provision of this Agreement, for nonmedical

reasons for a period longer than 30 days. Requests for leaves of absence without pay that are for

medical/health reasons for a period longer than 30 days must be approved by the Director of the

Department of Human Resources. Long-term leaves may be unconditional, or conditional with

any conditions set forth in writing at the time that the leave is approved with the understanding

Coalition Labor Agreement January 1, 2026 to December 31, 2028 that barring layoffs, the employer shall reinstate the employee to the same position or a position

with equivalent status, pay, benefits and other employment terms upon the employee's return with

no loss of seniority.

The layoff, seniority, and bumping rights in each individual Appendix shall be applied

to employees who are taking leaves of absence.

3.3. Early Return. An employee who is on a leave of absence without pay, not covered

by any other provision of this Agreement, may return from the leave before its expiration date if

the employee provides the director with a written notice to that effect at least 15 days before the

date of return.

**ARTICLE 4: LEAVE FOR VOLUNTEER SERVICE** 

Comprehensive leave eligible employees may use up to three days (based on hourly

schedule) of their accrued sick leave each year to perform volunteer services at a local school, or

at a non-profit on the approved list for the Employee Giving Program. Employees requesting to

use sick leave for this purpose shall submit such request in writing, per the County's leave request

procedures, specifying the name of the school and/or organization and the nature of the volunteer

services to be performed. Additionally, the employee's supervisor may request in advance that

the employee obtain written proof of the service from the volunteer organization or school.

**ARTICLE 5: JURY DUTY** 

**5.1.** A comprehensive leave eligible employee notified to serve on jury duty must inform

their supervisor as soon as possible, but not later than two weeks in advance, regarding the date

the employee is required to report for jury duty. The supervisor may reassign the employee to a

shift and schedule that corresponds with jury duty. For purposes of this section, the shift and

schedule are the hours and days, respectively, the employee is required to report or be available

for jury duty.

An employee will receive their compensation, while on jury duty, in accordance with the

appropriate Appendix.

**5.2.** When released from jury duty for the day, and/or when the total required assignment

to jury duty has expired, the employee will notify their supervisor. The employee will be provided

a reasonable time when dismissed from jury duty, as determined by the supervisor, before the

employee must report back to work and their regular shift and schedule. Comprehensive leave

eligible employees must deposit any jury duty fees received, exclusive of mileage, with the

Finance and Business Operations Division of the Department of Executive Services.

**5.3.** Employees who are ineligible for comprehensive leave benefits shall follow the notification procedures above, and shall be released from work duties for the duration of their assigned jury duty period, but shall not be compensated for their time spent on jury duty. These

assigned jury duty period, but shall not be compensated for their time spent on jury duty. These

employees may retain any jury duty pay received.

Employees will receive their compensation, while on jury duty, in accordance with the appropriate Appendix.

**ARTICLE 6: DONATED LEAVES** 

6.1. Nothing in this Article impacts employees in any bargaining unit that has the ability

to donate more or less sick leave than provided in Article 6.6.

**6.2.** No Solicitation. All donations made under this Agreement are strictly voluntary.

Employees are prohibited from soliciting, offering, or receiving monetary or any other

compensation or benefits in exchange for donation of leave hours.

**6.3.** Approval for Donations. Donations require written approval from the comprehensive

leave eligible donating and receiving employee's directors. If approved, the donated leave will be

available the next full pay period after notification of the donation is received by Payroll from the

Department of Human Resources (DHR).

**6.4.** No Cash Out of Donated Leave. Donated leave hours are excluded from all payouts

and restorations.

**6.5.** No Accruals on Donated Leave. Accrued leave will not accrue on donated leave as

it is used.

6.6. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-

Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.

A. The receiving employee must have exhausted all paid leave accruals (e.g.,

vacation leave, sick leave, Benefit Time (BT) or Extended Sick Leave (ESL), holiday banked

leave, comp-time) to use donated leave.

**B.** The receiving employee can only use donated leave for KCFML and FMLA

qualifying reasons.

C. The leave for which the employee is requesting donations must be for a

prolonged absence. A prolonged absence is considered to be 3 or more consecutive days. An

employee may use donated leave intermittently after the employee's prolonged absence if the

conditions in A and B above are met.

**D.** Vacation/BT leave hours. Except as provided under Section 6.9.B., the amount of donated vacation or BT time cannot exceed the donating employee's leave accrual

balance at the time of donation.

E. Sick leave and ESL hours. An employee is limited to donating a total of 25

hours of accrued sick leave or ESL per calendar year, provided the donating employee's leave

balance will be 100 hours or more following the donation.

**6.7.** Calculation of Donated Leave. All donated leave hours shall be converted to a

dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar

value will then be divided by the receiving employee's straight time hourly rate to determine the

actual number of hours received and placed in the receiving employee's donated leave bank.

6.8. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible

**Employee Donations.** 

A. A comprehensive leave eligible employee may donate a portion of their accrued

leave hours, as provided under Subsections 6.6. D. and E. above, to another comprehensive leave

eligible employee.

B. Donation limits, as provided under Subsections 6.6. D. and E. above, are

exclusive of donations to the Emergency Medical Leave Fund under 6.9.

C. No Reversion of Donated Leave. Donated leave hours remain with the

recipient and do not revert to the donor.

6.9. Comprehensive Leave Eligible Employee donations to an Emergency Medical

Leave Fund.

A. An emergency medical leave donation program shall be activated or deactivated

at the County's discretion based on the county's current need for such a program and consistent

with requirements of federal tax law. When active, comprehensive leave eligible employee may

donate a portion of their accrued leave hours (i.e., vacation leave, sick leave, BT, ESL) to an

"Emergency Medical Leave Fund" (Fund) that is managed by DHR. The County will provide 30-

day written notice to the Coalition Co-Chairs of their decision to deactivate or reactivate the

written notice to the countries of their decision to deactivate of reactivate the

program and, if the Coalition requests, the opportunity to bargain the impacts.

B. Donation of Vacation BT hours. An employee is limited to donating 80 hours

of accrued vacation (or BT time) per calendar year to this Fund unless the employee's department

director approves a greater amount.

C. Process and Conditions to receive hours from the Emergency Medical

Leave Fund.

1. The comprehensive leave eligible employee must submit a request to

DHR for hours.

2. The maximum donation an employee can receive per year is up to 80

hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80,

74, or 70 hours), or 80 hours for employees on the semi-monthly payroll period who are normally

scheduled for 40 hour workweeks, prorated for part-time employees.

3. Hours will be distributed on a first come first serve basis and only

awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in

a no-pay status).

**4.** Given there is only a finite number of dollars in the Emergency Medical

Leave Fund, there is no guarantee that hours will be awarded.

**D.** No reversion of donated leave. Donated hours not used by the donee within

60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund and do

not revert to the donor.

6.10. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.

Comprehensive leave eligible employees may convert accrued vacation or accumulated

compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222,

as amended.

6.11. Donation to an Account or Program to Benefit Children of Deceased Employee.

If an employee dies during employment, the executive may implement a process providing a one-

time opportunity to allow comprehensive leave eligible employees to convert either accrued

vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the

deceased employee who are under 23 years old at the time of the employee's death. This process

must conform to KCC 3.12.224, as amended.

**ARTICLE 7: PAID PARENTAL LEAVE** 

7.1. Paid Parental Leave (PPL) supplements a comprehensive leave eligible employee's

accrued paid leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a

new child.

**7.2. Benefit Amount.** An employee's supplemental parental leave benefit is calculated

based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-

adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave

must be taken within one year of the child's birth or placement in the home. The employee will

receive the equivalent of their full salary for up to a total of 12 weeks, when combined with the

employee's accrued leave (except for one week of sick leave and one week of vacation leave, or

the equivalent for Benefit Time). The employee is permitted to use the supplemental leave first.

Additionally, the employee may choose to take less than 12 weeks of leave. PPL is not subject to

cash out. An employee who does not return to work for at least six months of continuous service

following the leave, will be required to reimburse the County for the PPL funds received. If an

employee is taking PPL intermittently, the six months begins after the last day the employee used

PPL. This does not apply to an employee whose employment ends involuntarily, such as if the

employee is laid off or medically separated.

7.3. Eligibility. The PPL benefit is available to all comprehensive leave eligible

employees who have been employed with the County for at least six months of continuous service

at the time of the qualifying event. An employee whose position is scheduled to end in a timeframe

that would not enable the employee to return to work for six months following the leave, is not

entitled to take PPL. If both parents work for the County, then each employee is entitled to up to

12 weeks of PPL.

**7.4. Benefit Period.** PPL must be used within 12 months of the qualifying event. An

employee may use PPL on an intermittent or part-time basis, as long as it is consistent with the

department's operational needs, and it is approved in writing by the employee's supervisor prior

to the leave.

**7.5. Concurrency.** PPL will run concurrently with the County's family and medical leave,

as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

**7.6. Job Protection.** PPL is protected leave. Barring layoffs, an employee's job cannot

be eliminated while the employee is on leave. Further, no retaliatory action may be taken against

an employee for participating or planning to participate in the program.

7.7. Health and Leave Benefits. The employee will continue to receive all health benefits

and shall continue to accrue vacation and sick leave during the period of PPL. For purposes of

overtime calculations, PPL shall be considered the equivalent of sick leave.

**ARTICLE 8: BEREAVEMENT LEAVE** 

**8.1.** Employees eligible for comprehensive leave benefits shall be granted up to five days,

maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member

of the employee's immediate family. Leave must be taken within 18 months from the date of the

death.

- **8.2.** Immediate family shall be defined as the employee's:
  - A. spouse or domestic partner,
  - **B.** legal guardian, ward, or any person whom the employee has legal custody,
- C. the following family members of the employee, the employee's spouse, or the employee's domestic partner:
  - 1. a child,
- **2.** a parent, (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),
  - 3. a grandparent,
  - 4. a child-in-law,
  - 5. a grandchild, or
  - **6.** a sibling.
- **8.3.** Employees who are not eligible for comprehensive paid leaves may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.
- **8.4.** When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.
- **8.5.** Any additional paid leave may be approved by mutual agreement between the County and the employee.

#### **ARTICLE 9: VACATION LEAVE CAP**

- **9.1.** All comprehensive leave eligible employees hired after December 31, 2017, shall have their accrued vacation leave balance capped at 320 hours. This shall not apply to any comprehensive leave eligible employees hired on or before December 31, 2017.
- 9.2. Employees eligible for vacation leave who work a 40-hour week may accrue up to either 480 or 320 hours (depending on the employee's hire date pursuant to Article 9.1). Comprehensive leave eligible employees not working a 40-hour schedule hired before January 1, 2018, will retain their vacation cap. Eligible part-time employees will receive vacation leave, prorated to reflect their normally scheduled work week. Employees shall use vacation leave beyond the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the director has approved a carryover of the vacation leave because of cyclical workloads, work assignment or

other reasons as may be in the best interest of the County. The Department of Human Resources Director may develop procedures for authorizing carryover above the maximum.

#### ARTICLE 10: HOLIDAYS, ELIGIBILITY¹

**10.1. Holidays.** All comprehensive leave eligible employees shall be granted the following designated holidays with pay:

HOLIDAYS	
New Year's Day	January 1
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

**10.2.** Day of Observance. *Unless otherwise provided in an Appendix*, for holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

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¹ This Article does not apply to employees with benefit time (BT).

10.3. Holiday Off on Regularly Scheduled Workday. All employees shall take holidays

off on the day of observance using holiday leave, unless their work schedule requires otherwise

for continuity of services, as determined by the County. Whenever a holiday occurs during a

comprehensive leave eligible employee's regularly scheduled workday, and they receive the day

off, the employee will receive compensation that reflects their regularly scheduled workday for

that holiday.

10.4. Pay for Holidays Worked. Whenever a holiday occurs on a full-time

comprehensive leave eligible employee's scheduled workday and they work that day, such

employee will receive eight (8) hours holiday pay, unless otherwise provided in an Appendix.

Employees assigned to an alternative work schedule, other than a 5/8 schedule, will receive no

more than a maximum of eight (8) hours holiday pay when the observed holiday falls on their

scheduled workday and they work that day, unless otherwise provided in an Appendix. Eligible

part time employees will receive the holiday pay on a pro rata basis.

Employees required to work holidays shall be paid for such work in accordance with the

appropriate Appendix.

10.5. Holiday Pay on Scheduled Day Off. For employees who work other than a 5/8

schedule and the holiday falls on their scheduled day off, the employee will be given a deferred

holiday. The employee and supervisor will jointly select another day (preferably within the same

pay period) to take as a holiday. FLSA overtime eligible employees who are given a deferred

holiday shall receive compensation for that day that reflects their regularly scheduled workday.

This section does not supersede the holiday bank or holiday pay language in an

Appendix.

10.6. Two Personal Holidays. Annually, comprehensive leave eligible employees shall

receive two eight (8) hour personal holidays to be added to their vacation bank on the paycheck

that includes February 1st. New employees eligible for comprehensive leave benefits who are

hired on or before November 15th shall receive two personal holidays to be added to their vacation

bank on the last day of the first pay period following their date of hire. Leave added to the vacation

bank will be subject to all of the same provisions as accrued vacation contained throughout this

Agreement.

These two personal holidays shall continue to be administered per contract language in

each individual Appendix.

In no event shall there be more than two personal holidays awarded per year.

#### **ARTICLE 11: FMLA/KCFML**

#### 11.1. Federal Family and Medical Leave Act.

A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12 month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury or illness.

**B.** The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved.

C. In order to be eligible for FMLA, an employee must have been employed by the County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior to the commencement of leave.

#### 11.2. King County Family and Medical Leave.

A. As provided by King County Code, an eligible employee may take up to 18 weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the FMLA or other family and medical leaves available under federal or state law.

**B.** The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. KCFML shall run concurrently with other federal, state and County leaves to the extent allowed, including but not limited to the FMLA, Washington State Paid Family and Medical Leave Act (WAPFML), and the Washington State Family Care Act.

C. In order to be eligible for KCFML leave under this Article, an employee must

have been employed by the County for at least 12 months and have worked at least 1,040 hours in the preceding 12 month period for a 40 week employee or 910 hours in the preceding 12 month period for a 35 hour week employee.

**D.** An employee who returns from KCFML within 2/22/25 he provided under this Article is entitled to the same position the employee occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

KCFML Article 11.2 applies only to bargaining units whose labor agreements include the KCFML benefit.

- 11.3. Failure of an employee to return to work by the expiration date of leave under this Article may be cause for termination of the employee from County service.
- 11.4. To ensure that employees receive all protected leave they are entitled to while maintaining their salaried status; FLSA-exempt employees will remain FLSA-exempt while on intermittent FMLA/KCFML, but will be required to deduct all full and partial day FMLA/KCFML-related leave from their paid leave bank(s) and their FMLA/KCFML hours. If an FLSA-exempt employee's leave banks are depleted, the employee will continue to reduce the employee's FMLA/KCFML hours, and the employee will be unpaid for partial-day FMLA absences only. The employee will continue to be paid for other partial-day absences. Eligibility for and use of executive leave is not affected by this provision. Executive leave will continue to be used only in whole-day increments.

Nothing in this article is intended to supersede the seniority provisions included in the Teamsters Local 174 (CBA Code 160) Appendix.

#### **ARTICLE 12: PROFESSIONAL DEVELOPMENT**

King County shall offer a Professional Development Fund to finance a Career Development Scholarship Program that is available to King County Career Service and/or Regular employees represented by the Coalition. The County will fund the Program with \$250,000 on January 1st of each year of the contract. The Scholarship funds will be administered by the King County Department of Human Resources (DHR), and will be awarded to individual employee applicants for training, education and professional development opportunities based on DHR developed criteria and using DHR developed processes.

#### **ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM**

13.1. Supported employees performing bargaining unit work will be covered by the terms

of the applicable Appendix. Supported employee classifications and assigned wage ranges have been established in the County's classification system* and shall be accreted in all Appendices. Any contract terms identified by either party that conflicts with the needs of the Program will be discussed or bargained as appropriate in an expedited manner. With respect to any contract "bumping" rights under a reduction in force article, only those in supported employee classifications may bump others in supported employee classifications. Additionally, because the jobs are tailored to individuals' abilities and experience, the program manager and the Department of Human Resources director must review and approve any bumping decisions and notify the appropriate Union of the decision.

13.2. Though the job duties of a supported employee may cross job classifications, bargaining units and/or Union jurisdiction boundaries, no Public Employment Relations Commission (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work assigned to a supported employee or allegations of bargaining unit work "skimming." The parties understand that the process used to assign duties will reflect a "customized employment process" wherein job duties may be "carved" from various assignments and places to create a single supported employee assignment. Because a key component to a successful program includes flexibility in assigning job duties based on operational need and employee growth, as well as the ability to increase responsibility as skills grow, duties will vary and may change over time. For this reason, the parties to this Agreement expressly waive the legal right to file PERC ULP complaints or grievances regarding bargaining unit "skimming" by supported employees. Should these "carved" duties no longer be assigned to a supported employee, said duties will revert to the bargaining units where they originated.

13.3. Supported employees will be represented and pay dues, as appropriate, to the Union representing the majority of the work assigned. If there is no clear majority, the Union representing the plurality of the work assigned will represent the employee. Should a party to this Agreement (County or Union(s)) contest the Union representation assigned to a position, that party will notify the other party (County or appropriate Union(s)) and they will meet to discuss the dispute. Issues, concerns or disputes regarding the representation of bargaining unit work assigned to supported employees will be discussed by the Union(s) jointly with the program manager and the appropriate Office of Labor Relations labor negotiator. Employees will be allowed and expected to continue performing their duties, newly identified and/or previously assigned, while the dispute is discussed. The parties may involve the King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes. An unresolved dispute will be presented to a PERC

mediator selected by the parties. This process will be completed in an expedited manner. An

employee's job coach may be included in discussions about represented bargaining unit work that

has been assigned.

13.4. The parties acknowledge the possibility that a supported employee may be assigned

to perform work that is currently non-represented. If, however, the employee is assigned both non-

represented and represented work, the employee will be treated as represented, as long as the duties

that are represented are not a de minimis portion of the duties as a whole. This is without prejudice

to the fact that the non-represented duties remain non-represented.

* Supported Employment Classifications include Supported Employment Program (SEP)

Associate I (#4220100) - KC Squared Table Wage Range 27; SEP Associate II (#4220200) - KC

Squared Table Wage Range 32; SEP Associate III (#4220300) - KC Squared Table Wage Range

35; and SEP Park Specialist (#4220000) - KC Squared Table Wage Range 35.

**ARTICLE 14: RECLASSIFICATION AND RESULTING PAY** 

14.1. The Department, an employee, or a group of employees may request their position

to be reclassified. Temporary and term limited temporaries may not request position

reclassification, but term limited temporaries may be reclassified as part of a group classification

as described in section 14.1.C, below. Except if appealed pursuant to Section 14.4.B., all

reclassification requests will be completed within twelve (12) months of being submitted by the

employee(s).

A. Reasons for Filing a Reclassification Request.

(1) An employee's position is not assigned to the appropriate job

classification, or

(2) A significant or gradual change in an employee's on-going

duties or responsibilities over a period of at least one-year, or

(3) Reorganization or council action causes the duties of a position

to change.

**B.** Eligibility Limits. An employee is not eligible to submit a reclassification

request:

(1) if it has been less than 12 months since the date of a previous

classification determination for the position, or

(2) the employee is on probation, or

(3) the employee is on a Performance Improvement Plan, or

- (4) the employee is asking for a reclassification for a special duty or temporary position.
- C. Group Reclassification Requests. A group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division; this can include TLT employees, provided the group includes at least one regular employee. DHR will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this paragraph prevents an individual employee from exercising their Section 14.4.A rights under this Article (Reconsideration of a Classification Decision).

#### 14.2. Effective Date of Reclassification, Pay, and FLSA Status.

- **A.** Implementation of a Classification Decision. The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, as applicable.
- **B.** The table below summarizes the effective date and resulting pay when an employee's position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at	1st Step of the pay range of the new classification or the step that is at least 5% above
	Compensation and Classification Services in the Department of Human Resources.	the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded.
		Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.
		If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.
Same pay grade	Start of the pay period following	The step of the pay range

	receipt of the completed reclassification request form at Compensation and Classification Services in the Department of Human Resources.	which is closest to and not less than the step that the employee received before the reclassification.  Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.  If pay includes merit-over-top, the employee will continue to receive merit-over-top.
Lower pay grade	Start of pay period at least 30 calendar days after notification of the classification determination from the Department of Human Resources.	Highest step in the new pay range that does not exceed the current pay rate.  If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.

### C. FLSA Status Change Upon Reclassification.

- 1. When an employee's position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.
- 2. When an employee's position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.
- **3.** When an employee's position is reclassified from a FLSA non-exempt classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued compensatory time and if reclassified to an executive leave eligible position, will be eligible to receive executive leave in accordance with the terms of the Appendix or Executive Leave, Pay and Leave Practices for Exempt Employees Policy.
- **14.3. Probation Upon Reclassification.** There shall be no probationary period following a reclassification.

#### 14.4. Reconsideration of a Classification Decision.

A. Request for Reconsideration. A regular employee or a group of regular

employees has 30 calendar days to submit a request for reconsideration of a classification decision

to DHR. Employees without email, will be asked to verify receipt of a paper copy of the decision,

and will have 30 calendar days from the date of receipt. A regular employee must request

reconsideration prior to filing a grievance or an appeal to the Personnel Board. Failure to request

reconsideration to DHR in 30 calendar days shall be considered as acceptance of the

reclassification decision. A group of regular employees may fill out one request for all included

individuals, or one or more of the regular employees may submit individual requests for

reconsideration. TLTs may request reconsideration only if they are a member of group

reclassification request filed by regular employees that are requesting reconsideration.

B. Appeal of a Classification Reconsideration Decision.

1. A regular employee or a group of regular employees may appeal the

reconsideration decision through the grievance process under Article 26, with Union concurrence,

submitted at Step-4 Arbitration, or to the Personnel Board, but not both. If the group appeal

includes a TLT, the decision effecting the regular employees shall also be applied to the TLT. The

appeal shall be filed in writing to the appropriate Department with a copy to the DHR Director.

2. A regular employee or a group of regular employees has 30 calendar

days to appeal the reconsideration decision. If the appeal is made through the grievance process,

timelines are pursuant to those set forth in Article 26. The timeline would begin from the date of

the verification of receipt outlined in Section 14.4 above. The regular employee, group of regular

employees and the County may only present classifications that are active at the time of the hearing

to the arbitrator or the Personnel Board.

3. Failure to submit an appeal within 30 calendar days shall be considered

as acceptance of the reconsideration decision.

C. Notification of Reclassifications and Requests. The applicable Union(s) shall

be notified of reclassification requests and/or decisions impacting their bargaining units, via the

monthly report provided by DHR.

**ARTICLE 15: SPECIAL DUTY** 

15.1 Definitions.

A. Special Duty Assignment – When an employee in a regular position is

temporarily assigned to an existing classification, and the duties comprise the majority of the work

performed for a minimum of 30 calendar days.

1. Temporary employees, including TLTs, are not eligible for special duty

assignments.

**2.** Base Position – The employee's underlying position while on special duty assignment.

3. Base Union – The Union that represents the employee's base position.

**4.** Acting Union – The Union that represents the special duty position or body of work.

#### 15.2. Duration.

**A.** Depending on the type of special duty assignment needed, an assignment may be made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following circumstances:

**1.** <u>30 days to 12 Months</u> – Shall be approved by the director or designee to provide additional staffing:

(a) Due to work that exceeds either the volume and/or complexity of what is routine and is for a limited duration.

**(b).** Due to unforeseen work caused by unique circumstances, which are not expected to reoccur.

**(c)** Needed to either develop and/or implement, a new function, system, or proposal.

(d) To backfill for a vacant regular position.

**2.** <u>Up to Three Years</u> – Shall be approved by the Director of Human Resources or designee: To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a County function, project or department.

**3.** <u>Up to Five Years</u> – Shall be approved by the Director of Human Resources or designee:

i. To backfill a regular position, when:

**a)** An employee is absent because of an extended leave of absence for a medical reason;

b) An employee is absent because of military service; or

**c)** An employee is absent because of a special duty or other assignment.

**ii.** To staff or backfill staff on a clearly defined grant-funded, capital improvement, or information systems technology project.

**B.** FLSA-exempt special duty assignments shall be made in full-workweek

increments, from Saturday through Friday.

C. An employee's special duty assignment will end when management becomes

aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion

of a 30-day absence, whichever occurs first.

15.3. Recruitment.

Special duty positions shall be posted, and a selection process will be conducted for special

duty assignments. Notice shall be provided to the affected work group or department (if

appropriate) at least 10 days prior to filling the position.

A. The County reserves the right to fill with a 29-day working-out-of-class

assignment or special duty position while conducting a selection process.

**B.** If an employee is hired into a regular position and served in a special duty

position doing the same or substantially similar work of the regular position within one year of

that hire, the employee shall receive credit towards the employee's probationary period for the

time served in the special duty role. If the time served in that special duty position was longer than

the required probationary period, the employee's probationary period shall be considered served.

C. The special duty rotation provisions in the Professional and Technical

Employees, Local 17 Public Health and Professional and Technical Employees Appendix will

still apply (CBA Code 060).

15.4. Pay.

A. An employee on special duty assignment that has a higher top step rate of pay

will be placed at the first step of the special duty classification pay range or be paid a flat 5% above

the employee's base rate of pay, whichever is higher.

**B.** If an employee's pay in their base position includes hourly longevity and/or

merit pay, such as merit-over-top, pay for the employee's special duty assignment is calculated

using the hourly longevity and/or merit pay amount and may result in merit-over-top pay while in

special duty.

C. An employee on special duty will continue to advance through the wage steps

of their base pay range while on special duty. If the employee is at their top step in the base

classification, the employee will advance to the next step of the special duty classification.

**D.** Special duty pay shall not be considered part of an employee's base pay rate for

purposes of pay rate determination for promotion or reclassification, cash-out of vacation, BT,

ESL, or sick leave, or vacation or sick leave donations. If an Employee who served in the Special

Duty Assignment is hired into the position, step placement on promotion into a special duty classified position shall be the first step of the position that does not result in a loss of pay the employee was paid when working the special duty position; however, the appointing authority may place the promoted Employee at a higher step when the appointing authority determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130, as amended.

- **E.** If the special duty assignment is FLSA non-exempt, the employee's special duty pay will be used for the computation of overtime and compensatory time.
- **F.** When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee is eligible to receive under the terms of their Appendix.
- **G.** Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to their base position. Contractual provisions relating to the base position (e.g., reduction in force and seniority) shall continue to apply during the special duty assignment.

#### 15.5. Paid Leave While on Special Duty.

Paid leave taken while on a special duty assignment shall be at the employee's special duty pay rate.

## 15.6. FLSA Status Change.

Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

FLSA	FLSA Non-Exempt Base	FLSA Exempt Base Position to
Change	Position to FLSA Exempt	FLSA Non-Exempt Special Duty
	Special Duty	
Compensatory	Accrued compensatory leave	The employee is eligible to earn
Leave	cannot be used when in a FLSA	compensatory time in lieu of overtime
	exempt special duty. Any	pay while in the FLSA non-exempt
	accrued compensatory time will	special duty assignment pursuant to the
	be cashed out prior to starting a	terms of the Appendix covering the
	special duty assignment that is	Special Duty position.
	FLSA exempt.	
		Prior to ending the FLSA non-exempt
		special duty assignment, the employee
		must be paid for any unused
		compensatory time before returning to
		the FLSA exempt base position.

Executive Employees are eligible for executive leave while in a FLSA exempt special duty assignment	Payment for the compensatory time will be paid using the special duty pay rate.  The employee must use accrued executive leave while in the special duty assignment and by December 31 of the	
	expected to last at least six months. The Executive Leave award is in accordance with the terms of the Appendix.	year in which it is awarded. Executive leave cannot be cashed out or carried over the next calendar year.
	The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out or carried over to the next calendar year.	

**15.7. Seniority Accrual.** An employee on Special Duty will continue to accrue seniority in their base classification.

#### **ARTICLE 16: CONTRACTING OUT**

The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

#### **ARTICLE 17: TLT POSITIONS**

Term Limited Temporary (TLT) employees will not be used to supplant regular Full-time Equivalent (FTE) or Career Service positions.

Nothing in this Article is intended to supersede TLT language provided for in the individual Appendix that is not expressly covered in this Article.

#### **ARTICLE 18: JOB POSTING**

**18.1.** Employees are encouraged to seek advancement within their specific work units, as well as within the County as a whole. All open regular and TLT positions that are represented by the Coalition shall be posted on the County website and in Human Resources, for a minimum of 14 calendar days.

**18.2.** Special duty job postings will be consistent with Article 15. TLT positions will also be posted as Special Duty opportunities.

**18.3.** Regular and TLT employees that are represented by the Coalition who meet a positions' minimum qualifications and pass any required test for the position will be given a first interview, either by phone or in person, whichever is applicable in the process.

18.4. When an employee is not selected for a position, they shall be notified in writing following completion of the recruitment process. If an employee requests a meeting for feedback after the recruitment process is complete, human resources will meet with the employee to review the process and provide feedback on how to improve as a candidate and/or offer resources to better prepare for future recruitments. Any grievance remedies relating to alleged violations under Article 18.4 shall be limited only to providing an opportunity for the employee to solicit and to receive feedback. In no instance shall a remedy result in a reposting or placement of an employee who applied and was not selected for the position.

#### **ARTICLE 19: PUBLIC RECORDS REQUEST**

When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request, the Employer will provide the employee notice of the request in advance of the intended release date. If the Employer receives a public records request for personal information (RCW 42.56.250(4)) for the entire membership of the Union working for the Employer, the Employer shall notify the Union as soon as possible and prior to the release of the information.

#### **ARTICLE 20: UNION NOTIFICATION**

If the Department of Human Resources has the information in the employee records, it will supply the Union with the following information within approximately five working days of a new employee's date of hire or new Union eligibility:

- 1. First and last name
- 2. USPS mail address
- 3. Home, work, and/or cell phone number

- **4.** Work e-mail address
- 5. Job classification/title
- **6.** Department
- 7. Division
- **8.** Work location
- 9. Date of hire
- **10.** Hourly or salary pay status
- 11. Rate of pay
- **12.** FTE status (if applicable)
- 13. Personal e-mail address

#### **ARTICLE 21: UNION ENGAGEMENT**

- **21.1. Steward Training.** During each year of this Agreement the Union's principal officer may request that Union stewards be provided with up to one work day of release time without loss of pay to participate in the steward training programs sponsored by the Union.
- 21.2. The Union shall submit to the Office of Labor Relations and the Division as far in advance as possible, but at least two weeks in advance, the names of those stewards who will be attending training. Time off for these purposes shall be approved in advance by the employee's supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take into consideration operational needs.
- **21.3. New Employee Orientation (NEO) Union Presentation.** The County agrees to allow the Unions to meet the new bargaining unit employees following hire. Approximately five working days before the Union meets with the employee during the NEO period, a list of names of employees who shall be attending shall be forwarded to the Union.
- **21.4.** Release Time for New Employees. The County shall provide each new bargaining unit employee 30 minutes of paid release time to meet with the Union within the first month of employment.

#### **ARTICLE 22: UNION LEAVE**

**22.1.** Upon written application, a regular employee elected or appointed to a Union office that requires all of their time shall be given a leave of absence without pay from work, normally not to exceed a period of five years. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave. Leave may not be approved for more than one employee at a time per Department.

22.2. A regular employee designated by the Union to serve on official Union business that

requires a part of their time shall be given a leave of absence without pay from work, provided it

can be done without detriment to County services and at least 48 hours written notice is given to

the Division. The employee shall not suffer a loss of bargaining unit seniority rights and shall

accumulate the same during such leave.

ARTICLE 23: USE OF COUNTY BULLETIN BOARDS & ELECTRONIC DEVICES

**23.1.** Bulletin Boards. The County agrees to provide bulletin boards in areas accessible

to the members for the use of Union officers and stewards to post announcement of meetings,

election of officers, and any other Union materials. No materials of a political nature can be posted.

23.2. Electronic Devices. The County will permit Union officers and stewards the use of

electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to

communicate regarding Union business related to the County. These communications will be

consistent with state law and the County's Acceptable Use of Information Assets Policy, as

amended. The communications and the use of the County's equipment and systems must be brief

in duration and frequency. In no circumstance shall use of the County's equipment or systems

interfere with County operations or result in additional expense to the County. The parties

understand and agree there is no guarantee of privacy in the communications described herein and

that such communications may be subject to disclosure under the Public Records Act.

ARTICLE 24: 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. King

County provides coverage for liability to a third party, and property damage to an employee's

personal vehicle, if the use of an employee's personal vehicle was authorized, the employee is

traveling during their work day (not commuting), and they were acting in good faith and within

the course and scope of their employment.

This does not supersede benefits outlined in the Transportation Article in the

Department of Assessments, Public, Professional & Office-Clerical Employees and Drivers,

Teamsters Local 763 Appendix (CBA Code 220).

**ARTICLE 25: INSURED BENEFITS** 

The County provides group medical, dental, vision, disability, accidental death and

dismemberment, and life insurance plans for regular, probationary, and term-limited temporary employees as provided under the terms of the Joint Labor Management Insurance Committee of Unions "JLMIC" Benefits Agreement. The plan designs, plan features, cost co-share terms and other terms and conditions of the plans are negotiated by representatives of the County and labor

organizations that are parties to the JLMIC. All labor organizations that are signatory to this

Agreement agree to the JLMIC Benefits Agreement, as amended.

ARTICLE 26: GRIEVANCE PROCEDURE

**26.1.** Purpose. The County and the Union recognize the importance and desirability of

settling grievances promptly and fairly in the interest of continued good employee relations and

morale. In furtherance of this objective, the County and the Union will extend every effort to settle

grievances at the lowest possible level of supervision.

26.2. No Discrimination. Employees will be unimpeded and free from restraint,

interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

26.3. Grievance Definition and Timelines. A grievance is defined as an allegation by

either party to this Agreement that a violation of one or more terms of this Agreement (or its

Appendices) has occurred. Timelines under this Article may be extended by mutual agreement in

writing, by the parties responsible for addressing the grievance at each step. Unless mutually

agreed between the parties responsible for addressing the grievance at each step no grievance step

may be bypassed. If the final calendar day falls on a Saturday, Sunday, County recognized holiday

or on a day the County is closed for business, the next following normal day of business will be

considered the final calendar day.

A. Grievances of Disciplinary Action. Regular employees are subject to a just

cause standard for discipline.

(1) Grievances of disciplinary action involving suspension, demotion, or

termination shall enter the grievance process at STEP 2.

(2) No other verbal, written performance or counseling documents shall be

considered discipline that may be appealed to any level of this process.

**(3)** The provisions of this Article will not apply to appointed,

probationary, temporary, provisional and term-limited temporary employees if they are disciplined

or discharged because said employees are "at will" and not covered by the "just cause" requirement

of this Agreement.

26.4. Class Action Grievance. Grievances that allege the same violation(s) of the

Agreement (inclusive of its Appendices), seeks the same remedy and involve more than one grievant shall, at the union's request, be submitted at STEP 2 as a Class Action Grievance.

26.5. Exclusive Representative. The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee. If an employee also has access to the Personnel Board for adjudicating a disciplinary or reclassification grievance, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Union's legal obligations for representation, unless the employee and Union mutually agree otherwise. Copies of all written reprimands, suspensions, disciplinary demotions, or discharges shall concurrently be forwarded to the Union.

- **26.6.** Access to Grievance Procedure. Though employees will have no independent unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1.
- **26.7. STEP 1** Supervisor/designee- A grievance must be presented in writing by the shop steward or the Union representative within 30 calendar days of the occurrence or employee/Union knowledge of such grievance. The grievance shall be presented to the employee's supervisor or designee and will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.
- **A.** The supervisor/designee will meet with the employee and Union representative to discuss the grievance within 15 calendar days of the receipt of the STEP 1 grievance.
- **B.** The supervisor/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.
- C. If the Union does not pursue the grievance to STEP 2 within 15 calendar days after receiving the supervisor/designee's written decision, the grievance will be precluded from further appeal.
  - **D.** Supervisors and managers shall initiate their grievances at STEP 2.
- STEP 2 Director/designee- The grievance will be presented in writing to the director for investigation, discussion, and written reply.
- **A.** The director/designee will meet with the employee and Union to discuss the grievance within 15 calendar days of the receipt of the STEP 2 grievance.

**B.** The director/designee will issue a written decision to the employee and

the Union within 15 calendar days following the discussion.

C. If the Union does not pursue the grievance to STEP 3 within 15 calendar

days after receiving the director's/designee's written decision, the grievance will be precluded

from further appeal.

STEP 3 - Office of Labor Relations - Labor Negotiator

A. The Labor Negotiator will meet and/or discuss the grievance with the

Union within 15 calendar days of the receipt of the STEP 3 grievance.

**B.** The Labor Negotiator will issue a written decision to the employee and

the Union within 15 calendar days following the meeting and/or discussion.

C. If the Union does not pursue the grievance to STEP 4 - Arbitration

within 15 calendar days after receiving the Labor Negotiator's written decision, the grievance will

be precluded from further appeal.

**STEP 4** - Arbitration - Should the decision of the Labor Negotiator at STEP 3 not

resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

A. Selection Process. The representatives for the parties will select a third

disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon

a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of 11 names

furnished by Public Employment Relations Commission (PERC), Federal Mediation and

Conciliation Services (FMCS), or the American Arbitration Association (AAA). If the FMCS or

AAA options are utilized, and the selected arbitrator's principal place of business is not in

Washington, Oregon, California, Idaho, Nevada, Utah, Montana, or Wyoming, the parties shall

conduct the arbitration remotely. The arbitrator will be selected from the list by both the County

representative and the Union representative each alternately striking a name from the list until only

one name remains. Both parties will participate in a coin toss to determine who goes first for the

arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision

will be final and binding upon all parties to the dispute.

**B.** Arbitrator's Authority Limited. The arbitrator will have no power to

add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to

negotiate new agreements, but will have the power only to apply and interpret the provisions of

this Agreement in reaching a decision.

C. Arbitration Expenses. The arbitrator's fee and expenses will be paid

equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed

upon in advance, will be paid equally by the County and the Union. Each party will pay the full

costs and fees of its representatives, including attorney's fees and the expenses of any witnesses

appearing on its own behalf, regardless of the outcome of the arbitration and regardless of the

subject matter of the dispute. Adverse County employee witnesses will be granted time off using

their own paid leave whenever operationally feasible, with advance notice.

**D.** Mediation. Any party, at any time during the grievance process, can

request mediation as a form of alternative dispute resolution. If mediation is requested, an

impartial mediator will be selected by mutual agreement. The parties will preferably mediate the

dispute using the King County Office of Alternative Dispute Resolution.

26.8. CLA Interpretation Grievances. The parties share an interest in a consistent

interpretation of CLA Articles; therefore, an interpretation of a CLA Article between a Union and

a County representative is not binding on the parties unless advanced to the County and Coalition

CLA Co-chairs for their concurrence.

A. An interpretation grievance is one that rests on the interpretation of the CLA. It

is distinguished from a grievance pertaining to an Appendix or discipline grievance.

**B.** CLA interpretation grievances may be directly advanced to STEP 3 by

agreement of the Labor Negotiator and Union to be addressed by the Co-chairs.

C. The designated County and Coalition Co-chairs will meet monthly, or as needed,

to discuss pending grievances. Dates and times will be mutually agreed upon and identified in

writing. Co-chair(s) may invite the Union representative(s), Labor Negotiator(s), and County

representative(s) involved in the grievances on that meetings' agenda.

**D**. At the CLA interpretation meeting, the parties will attempt to resolve the

grievance. If a resolution to the grievance is not reached within 15 calendar days of the meeting

the parties will clarify their positions in writing so the dispute is clear. Within 15 calendar days

following clarification of their respective positions, either party may advance the grievance to

STEP 4 (Arbitration).

**ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE** 

27.1. No regular employee shall be disciplined except for just cause (consistent with

Article 26.3.A). The County will employ the concept of progressive discipline in appropriate

cases. The County's policy is that discipline is corrective rather than punitive in nature. It is

understood that there may be egregious cases that may result in discharge, disciplinary transfer, or

other disciplinary actions, that do not require corrective action.

A. Performance Improvement Plan (PIP). Employees who are assigned a PIP

shall be given a good faith opportunity to complete their PIP before any progressive discipline

related to the PIP is issued to the employee, unless there are instances of misconduct or gross

performance issues.

**B.** Letters of Expectations/Memoranda of Counseling. Letters of Expectations

or Memoranda of Counseling shall not be included in Personnel Files but may be included in

Supervisory files with a copy to the Union.

27.2. Written reprimands, suspensions, demotions, or discharges must be given by

registered or certified mail or personally with a written acknowledgment of receipt. Copies of all

written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

27.3. Letters of reprimand shall not be used for progressive discipline after a period of 18

months from the date of issuance, other than for purposes of showing notice; provided the

employee has not been disciplined during the 18 months.

27.4. All time limits set forth in this Section that refer to working days, shall include

Monday through Friday and exclude all County recognized holidays.

27.5. Investigations will typically be completed within 90 calendar days after the division

or agency director is made aware of a credible allegation of misconduct. The time to complete the

investigation may be extended by the division or agency if another agency is investigating the

event (e.g., police agency, Ombuds) or if evidence necessary to complete the investigation is not

reasonably available to complete the investigation during the 90 calendar day investigation period.

If the investigation time period is extended, the division will notify the employee(s) under

investigation and the Union and both will be provided with the basis for the extension and the

expected date the investigation will be completed.

A. Written reprimands, notices of intent to suspend, demote or discharge must be

executed within 30 calendar days following conclusion of the investigation, unless otherwise

mutually agreed to by the parties.

**B.** Following the County's notice of intent to suspend or discharge, a Loudermill

hearing should be offered and a decision made within 30 calendar days of the notice, unless

otherwise mutually agreed to by the parties.

Nothing in this article is intended to supersede the Teamsters Local 174 (CBA Code 160)

and the Service Employees International Union Local 925 (CBA Code 011) Appendices.

**ARTICLE 28: ECONOMIC EQUITY** 

- **28.1.** Should any non-Coalition bargaining unit within King County reach a more favorable combined general wage increase and benefit funding rate, the Coalition reserves the right to reopen this Agreement to bargain the impacts of that decision.
- **28.2.** This provision will not apply to Sherriff's deputies, Captains or Majors, Marshals, Paramedics, interest arbitration decisions, or to job classifications that receive market based increases.
- **28.3.** If the County can demonstrate that bargaining units outside of the Coalition made economic offsets in negotiations to increase wages or benefits, the reopener will not apply.

#### **ARTICLE 29: COMPENSATION**

#### 29.1. Wage Rates General Wage and Cost of Living Increases (GWI and COLA).

- **A.** All eligible employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 3.75% effective January 1, 2026.
- **B.** All eligible employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 3.75% effective January 1, 2027.
- C. In addition to the wage increase for 2026 and 2027, there will be one cost-of-living adjustment (COLA) effective January 1, 2028.
- **D.** The COLA formula will be 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2028, shall be calculated as the average of the year-over-year percentages from the August 2026, October 2026, December 2026, February 2027, April 2027, and June 2027 values of the CPI-W.

Regardless of the result calculated using this formula, the 2028 COLA shall not be more than 4% and shall not be less than 3%.

29.2. Ratification Bonus. Effective upon the first day of the first full pay period following the effective date of the ordinance, which is ten days following the King County executive's approval signature, or January 1, 2026, employees will be eligible to receive a one-time \$1500 ratification incentive. This ratification incentive will only be paid to employees per the terms of eligibility reflected in the Compensation Settlement for Implementation of Retroactive Increases MOA. The County reserves the right to reopen this section to continue bargaining over a ratification incentive for any bargaining units who do not reach successful ratification of this

successor CLA and execute a fully signed appendix agreement by or before September 26, 2025.

Additionally, the County reserves the right to transmit the CLA through the full ratification

process, along with all appendices that have been ratified and executed by September 26, 2025,

and implement those agreements.

29.3. New employees will be automatically enrolled in the Deferred Compensation

Program according to the following terms: three percent (3%) of gross wages, inclusive of add-to-

pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also

enroll in annual auto increases every January 1st. While the open enrollment process will default

to the auto-enrollment for deferred compensation, employees have the option to "opt out" at any

time during open enrollment. They may also opt out of the program at any other time after they

have enrolled.

**29.4. Step Progression.** Step progression between steps 1 and 10, or the steps as provided

under the Appendix, will not be based on merit, performance, or performance evaluations.

**ARTICLE 30: SAVINGS CLAUSE** 

Should any part hereof or any provision herein contained be rendered or declared invalid

by reason of any existing or subsequently enacted state or federal legislation or by any decree of a

court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall

not invalidate the remaining portions thereof; 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 31: SICK LEAVE²

**31.1.** Comprehensive leave eligible employees shall accrue sick leave benefits at the rate

of 0.04616 hours for each eligible hour in paid status, excluding overtime and excluding the use

of donated leave pursuant to Article 6, up to a maximum of 3.6928 hours per bi-weekly pay period

for employees on a standard full-time 80 hour bi-weekly schedule, unless additional sick leave

accruals are required by law. There shall be no limit to the number of sick leave hours that an

employee eligible for comprehensive leave benefits may accrue and carry over from year-to-year,

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except as listed below.

**A.** Short-term temporary employees shall accrue sick leave at the rate of 0.025

² This article does not apply to employees with benefit time (BT).

hours for each hour in pay status. Short-term temporary employees may carry over 40 hours of

unused sick leave to the following calendar year. At the end of the pay period that includes

December 31, all accrued sick leave over 40 hours will be forfeited.

**B.** Sick leave accrual rates for a comprehensive leave eligible employee who

works other than a standard full-time 80 hour bi-weekly schedule shall receive prorated accruals

based on their normally scheduled work week.

C. All employees shall accrue sick leave from their date of hire.

**D.** An employee is not entitled to use sick leave until the first day following the

pay period in which it was accrued.

31.2. Separation from or termination of County employment except by reason of

retirement shall cancel all sick leave accrued to the employee as of the date of separation or

termination. Should the employee resign, in good standing, be separated for medical reasons or

be laid off and return to County employment in a leave eligible position within two years, accrued

sick leave shall be restored.

**A.** Employees eligible for comprehensive leave benefits who have successfully

completed at least five years of County service and who retire as a result of length of service or

who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW

Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied

by the employee's base rate of pay plus merit and/or hourly longevity pay, if applicable, in effect

upon the date of leaving County employment, less mandatory withholdings. Retirement, as a result

of length of service means an employee is eligible, applies for and begins drawing a pension from

PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County

employment. If a retiree who cashes out their sick leave is rehired within 12 months, that employee

is entitled to restoration of the sick leave balance that was not cashed out. A retiree who returns

to work will not be entitled to any cash out of their restored sick leave balance when they leave

County employment.

31.3. If the injury or illness is compensable under the County's workers compensation

program, then the employee has the option to augment or not augment wage replacement payments

with the use of accrued sick leave.

31.4. An employee who has exhausted all of their sick leave may use accrued vacation

leave before going on a leave of absence without pay, if approved by their appointing authority.

**31.5.** Paid sick leave may be used for the following reasons:

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

- 1. Due to a mental or physical illness, injury, or health condition,
- 2. To obtain medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions, or
- **3.** To receive preventative care.
- **B.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.
- C. In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government.
- **D.** To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100.
- **E.** For family and medical leave available under federal law, state law or County ordinance.
- **F.** Employee's exposure to contagious diseases and resulting quarantine.
- **G.** To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee's family member.
- **31.6.** 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. Parent includes, 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.

- **31.7.** An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee's workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.
- **A.** An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave.
- **B.** An employee may not collect sick leave and workers' compensation wage replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.
- **31.8.** Verification of sick leave use is pursuant to RCW 49.46.210 and County policy, procedures and guidelines.

#### **ARTICLE 32: VACATION LEAVE**³

**32.1.** Comprehensive leave eligible employees shall accrue vacation leave benefits for each hour in paid status excluding overtime and excluding the use of donated leave pursuant to Article 6, as follows:

Months	<b>Current Hourly</b>	Approximate	Maximum Hours Per
of Service	Accrual Rate	Days/Year	Bi-Weekly Pay
			Period
0	0.05384	13.9984	4.307
48	0.05770	15.00200	4.616
96	0.06160	16.01600	4.928
120	0.07700	20.02000	6.160
192	0.08080	21.00800	6.464
204	0.08470	22.02200	6.776
216	0.08850	23.01000	7.080
228	0.09240	24.02400	7.392
240	0.09620	25.01200	7.696
252	0.10010	26.02600	8.008
264	0.10390	27.01400	8.312
276	0.10780	28.02800	8.624

³ This article does not apply to employees with benefit time (BT)

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288	0.11160	29.01600	8.928
300	0.11540	30.00400	9.232

Nothing in this Section is intended to supersede the vacation accrual tables/vacation caps in Appendices for Prosecuting Attorney's (CBA Codes 155 and 370), Department of Public Defense (CBA Codes 462 and 465), WSCCCE, Council 2 CASA (CBA Code 458), and 446 Maritime Coalition.

- **32.2.** For employees employed prior to January 1, 2018, maximum annual vacation leave accrual is 480 hours for employees working the 40-hour work week and 420 hours for employees working the 35 hour work week.
- **A.** Vacation accrual rates for a comprehensive leave eligible employee who works other than the full-time schedule standard for their work unit shall receive prorated accruals based on their normally scheduled work week.
- **B.** Comprehensive leave eligible employees shall accrue vacation leave from their date of hire in a benefit eligible position.
- C. Comprehensive leave eligible employees may use vacation leave hours beginning on the first day of the pay period following the pay period in which it was accrued. Employees who leave County employment prior to successfully completing their first six months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions contained in this Agreement.
- **D.** 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.
- **E.** When a current employee dies with accrued vacation leave and the employee has successfully completed their first six months of County service in a comprehensive 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.
- **F.** If an employee resigns, is laid off, or is separated for nondisciplinary reasons from a full-time regular or part-time regular position and subsequently returns to County employment within two years from the resignation, layoff, or nondisciplinary separation, the employee's prior County service shall be counted in determining the vacation leave accrual rate.
- **G.** Comprehensive leave eligible employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six months of County service and are in good standing (e.g., not terminated for cause or resigned in lieu of discharge). Payment shall be the accrued vacation leave multiplied by the

employee's base rate of pay, plus merit, and/or hourly longevity pay, if applicable, in effect upon

the date of leaving County employment, less mandatory withholdings.

**H.** Effective January 1, 2018, new comprehensive leave eligible employees will

be capped at 320 hours of vacation leave for employees working a 40-hour work schedule.

Employees not working a 40-hour schedule hired before January 1, 2018, including TLT's, will

retain their vacation cap.

I. Vacation bidding, and/or the manner in which vacation leave is approved,

shall be governed by the individual Appendix.

ARTICLE 33: WORKING OUT OF CLASS

**33.1.** Working-out-of-classification occurs when an employee in a regular position is

temporarily assigned the duties of a higher paid classification for less than 30 consecutive calendar

days. Employees working-out-of-classification may not be required to perform all the

responsibilities of the higher-level classification, and therefore may continue to perform some of

the responsibilities of their base position.

**33.2.** Working-out-of-classification assignments must occur in full day/shift increments.

33.3. While working-out-of-classification, the employee will receive a 5% working-out-

of-classification pay premium. Any overtime earned while working-out-of-classification will

include the 5% premium. Paid leave (e.g. vacation, sick, executive leave, bereavement) while

working-out-of-classification shall be at the rate of the employee's base position (without the 5%

pay premium).

**33.4.** If a working-out-of-classification assignment exceeds 29 consecutive calendar days,

the assignment will be converted prospectively to a special duty assignment.

**ARTICLE 34: TRANSPORTATION BENEFITS** 

Eligible employees will receive the transportation benefits provided in King County Code.

**ARTICLE 35: LEAVE FOR EXAMINATIONS** 

Employees eligible for comprehensive leave benefits shall be entitled to necessary time off

with pay for the purpose of taking County qualifying or promotional examinations. This shall

include time required to complete any required interviews.

**ARTICLE 36: ORGAN DONOR LEAVE** 

Coalition Labor Agreement January 1, 2026 to December 31, 2028 **36.1.** Comprehensive leave eligible employees shall be granted leave for organ donation

in accordance with King County Code 3.12.215, as amended.

**A.** Comprehensive leave eligible employees 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 ten (10) 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 manager/designee 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.

3) Time off from work for the purposes set out above for more than ten

(10) working days shall be subject to existing leave policies under this Agreement.

**ARTICLE 37: UNION MEMBERSHIP** 

**37.1.** Upon authorization by an individual employee to the Union, the County shall provide

for payroll deductions of union dues, initiation fees, assessments, and other fees as certified by the

Union including COPE (or similar funds).

37.2. The Union shall have the option to transmit to DHR, by the cut-off date for each

payroll period, the name and Employee ID number of Employees who have, since the previous

payroll cut-off date, provided authorization for deduction of dues and/or COPE, or have changed

their authorization for payroll deductions.

37.3. The County shall honor the terms and conditions of each employee's union

membership and payroll deduction authorization(s).

**37.4.** The County, including its officers, supervisors, managers and/or agents, shall remain

neutral on the issue of whether any bargaining unit employee should join the Union or otherwise

participate in Union activities.

37.5. An employee may revoke their authorization for payroll deductions of payments to

their union by written notice to the union in accordance with the terms and conditions of their

membership authorization. Every effort will be made to end the deductions effective on the first

payroll, and not later than the second payroll, after receipt by the County of confirmation from the

union that the terms of the employee's authorization regarding dues deduction revocation have

been met.

**37.6.** The County will refer all employee inquiries or communications regarding union

membership to the appropriate union.

37.7. The Union shall, only as to deductions made from members of its bargaining unit,

indemnify, defend and save the County harmless against any claim, demand, suit or other form of

liability asserted against it as it relates to such deductions. If requested by the Union in writing,

the County will surrender any such claim, demand, suit or other form of liability to the Union for

defense and resolution.

**ARTICLE 38: EQUAL EMPLOYMENT OPPORTUNITY** 

**38.1.** 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 sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender

identity or expression, age except by minimum age and retirement provisions, status as a family

caregiver, military status or status as a veteran who was honorably discharged or who was

discharged solely as a result of the person's sexual orientation or gender identity or expression.

**38.2.** Allegations of unlawful discrimination or alleged violations of this Article shall not

be a proper subject for adjudication under the grievance arbitration procedure. Alleged violations

of discrimination standing alone may be advanced to Step 3 of the grievance procedure and may

not be advanced to arbitration. Such grievances that are not resolved or withdrawn may be referred

by the grievant to the appropriate government agency. Grievances in which allegations of

discrimination or violations of this Article are a component, and not the sole alleged violation, may

otherwise be subject to arbitration. However, the allegation of discrimination shall be barred from

advancement to arbitration and may be referred by the grievant to the appropriate government

agency, while the grievance and remaining alleged violations may be advanced to arbitration.

**ARTICLE 39: TELECOMMUTING** 

**39.1.** For Executive Branch employees, the County will administer employee requests

for alternative work schedules and telecommuting in accordance with its policies, as amended.

Requests for alternative work schedules and/or modified telecommuting arrangements by

employees will not be unreasonably denied. If any request is denied it will be denied in writing

and state the business reason for the denial.

39.2. The parties commit to negotiating in good faith over any and all changes to the

Telecommuting Policy that involve mandatory subjects of bargaining moving forward during the

life of this Agreement.

**ARTICLE 40: BILINGUAL PAY** 

**40.1. Bilingual Pay Position Designation.** Effective prospectively upon ratification and

implementation of the CLA, the County at its sole discretion will determine whether the use of one

(1) or more specific non-English language or American Sign Language (ASL) is desired or

required for specific job duties and positions. Employees in such designated positions are eligible

to receive bilingual pay premiums as defined below. The County may end or modify the

assignment of job duties and/or the designation of a position that qualifies for bilingual pay

premiums at any time, which will result in the immediate termination of the bilingual pay premium.

Any employee deemed ineligible for a bilingual premium shall not be required to provide bilingual

services.

40.2. Employee Eligibility and Pay Premiums. Employees in bilingual pay premium

eligible positions must demonstrate sufficient language proficiency in the target language as

determined by the County. Employees may be required to successfully retest their language

proficiency at any time. Job classifications that have core interpreter/translator functions (e.g.,

Medical Interpreter/Translator, Public Defense Interpreter, Language Services Specialist) are

ineligible to receive bilingual pay premiums. Under no circumstances will an employee receive

more than one bilingual pay premium or additional bilingual pay premiums for proficiency in

multiple languages. The hourly premium is excluded on all hours compensated but not worked.

A. Bilingual Skills Desired Pay Premium. Eligible employees whose job duties

include the "desired" use of one (1) or more specific non-English language or ASL will receive a

\$1.00 per hour premium on actual hours worked. Position must have specific non-English

language(s) or ASL proficiency indicated as "desired" by the County in the job posting or other

written notice for the position.

B. Bilingual Skills Required Pay Premium. Eligible employees whose job duties

include the "required" use of one (1) or more specific non-English language or ASL will receive

a \$2.00 per hour premium on actual hours worked. Position must have specific non-English

language(s) or ASL proficiency indicated as "required" by the County in the job posting or other

Coalition Labor Agreement January 1, 2026 to December 31, 2028 written notice for the position.

**40.3. Testing.** Testing and release will be provided in accordance with Article 44 of the

CLA.

40.4. Indemnification. The County shall indemnify employees consistent with King

County Code 2.21.060.

**ARTICLE 41: DURATION** 

This Agreement and each of its provisions (including Appendices) shall be in full force

and effect, applied prospectively, following full and final ratification by each of the parties, unless

a different effective date is specified for the provision. This Agreement covers the period of

January 1, 2026 through December 31, 2028.

**NON-SUPERSEDING CLA ARTICLES** 

ARTICLE 42: SAFETY GEAR AND EQUIPMENT ALLOWANCE

**42.1.** Where the division requires employees to wear safety footwear that meets ASTM

standards said employees will receive up to total of three hundred seventy-five dollars (\$375.00)

per calendar year, per employee, in accordance with the division's policy and procedures.

42.2. Personal Protective Equipment (PPE) - the department/agency shall provide each

employee with required PPE equipment and replace same as needed. The County will determine

what constitutes protective safety wear based on job assignment. All county-provided PPE, and

any uniforms authorized by individual appendices, shall include sizing for all genders and body

types.

**ARTICLE 43: AFTER HOURS SUPPORT** 

**43.1.** After Hours Support (AHS) is off duty time during which hourly employees may be

required to be on standby ready and able to report to work, called-out to report back to their

workplace, or technical call out to work remotely through technological means and is not required

to report back to the workplace.

A. Standby.

1. Each division director/designee will maintain a written list of all staff

who have been designated for standby.

2. Employees will be given ten business days' notice, in writing, of their

designation to standby, or of schedule changes.

3. Written notice may be waived by written mutual consent between

division director/designee and employee.

4. Standby schedules will be posted in a place visible to all employees in

that work group.

5. In instances where the County, due to emergency or business reasons,

must terminate or modify the standby schedule, the division will provide as much notice of

schedule change as practicable.

**6.** Equipment: The County will provide all assigned After Hours Support

staff with a two-way electronic device when working After Hours Support.

7. Employees will be paid ten percent of their base hourly rate for all hours

on standby.

B. Physical Call-Out (PCO).

1. A minimum of four (4) hours at the overtime rate (inclusive of travel and

time actually worked) shall be given for each call-out when the employee is required to report back

to their workplace; except, if the PCO is within four hours of their shift start time, the employee

will only be paid for the actual hours at the overtime rate. If the PCO exceeds the initial four

hours, the actual hours worked shall be at the overtime rate of the employee's base hourly pay rate

except if such time coincides with the employee's work shift in which case the employee will be

paid their regular base hourly rate of pay.

2. An employee who has a County vehicle and can report directly to a work

location and is not required to report to their workplace, will be paid two hours of overtime. If the

PCO exceeds the initial two) hours, the actual hours worked will be paid at the overtime rate except

if such time coincides with the employee's work shift, in which case the employee will be paid

their regular base hourly rate of pay.

**3.** Parking expenses shall be reimbursed on presentation of a receipt, if an

employee is called out to a work location outside of the employee's regular working hours.

C. Technical Call-Out (TCO). Employees will be paid a ten-minute minimum

or the actual number of minutes worked, whichever is greater, at the appropriate overtime rate of

pay. Subsequent call outs within the same ten-minute period will not receive additional

compensation until after that period has expired.

**43.2.** If an employee is called to perform a TCO and it is determined they will need to

perform a PCO, the provisions for the PCO will prevail.

**ARTICLE 44: TRAINING AND LICENSING/CERTIFICATION** 

44.1. The County shall pay for any certification/license fees (except for driver's licenses),

continuing education, and training that is required by the County for the position. This includes

necessary release time that is preapproved if release time is necessary during an employee's regular

work hours.

44.2. The County will reimburse the Department of Licensing fees associated with an

employee maintaining their Commercial Driver's License (CDL) endorsement(s) (also called

Commercial Driver's License Renewal) if the position is required to have a CDL endorsement(s).

Driver's license renewal fees, or CDL endorsement fees that are not required by the County for

the position will not be reimbursed.

**ARTICLE 45: PARKING** 

45.1. Employees will be required to pay for parking at the employee parking rates

established in the King County Code, as amended, for the Goat Hill and King Street Center

garages.

45.2 Employees will be required to pay \$10 per month for parking in the Patricia H.

Clark Children and Family Justice Center (CCFJC) parking garage; except, when the employee is

using their personal vehicle for County business for the day in which case they shall be reimbursed

for the parking cost(s).

ARTICLE 46: WAIVER AND COMPLETE AGREEMENT

**46.1. Waiver.** 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. Unless otherwise agreed by the parties, all letters,

agreements, and understandings in effect prior to the effective date of this Agreement are deemed

null and void with the effective date of this Agreement.

**46.2. Modifications.** For the duration of this Agreement, the County and the Union may,

with mutual consent, negotiate modifications, including additions, deletions, and changes, to the

terms of this Agreement. No modification will become effective without a written agreement,

signed by both the County and the Union(s) that defines the specifics of the modification.

APPROVED this	30th	day of	October	, 2025.
	Ву: _	Salwor King County E	Bradde xecutive	
For The King County Coalition	$\bigcirc$			9/29/25
Maria Williams, President/Exec Coalition Co-Chair Teamsters, Local 117	cutive Director			Date
For The King County Coalition  Michael Gonzales	of Unions:			9/29/25
Michael Gonzales, Senior Busi	ness Agent			Date
Coalition Co-Chair Teamsters Local 174				
For The King County Coalition	of Unions:			9/29/25
Youssef El Hamawi, Union Re	presentative			Date
Coalition Co-Chair Professional and Technical En	nployees, Loc	al 17		

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY

**AND** 

### KING COUNTY COALITION OF UNIONS REPRESENTING

### KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS UNDER THE

#### **COALITION LABOR AGREEMENT**

**Subject:** Longevity/Incentive Pay for Administrative Support Classifications

WHEREAS, the King County Coalition of Unions (Coalition) represent certain Coalition administrative support classifications; and

WHEREAS, King County (County) and the Coalition have entered in to an agreement to provide merit pay to certain administrative support classifications;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by labor organizations in the Coalition covered under the terms and conditions of the Coalition Labor Agreement:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant
Payroll Specialist

The classifications referenced under this section shall be referred to as "Coalition administrative support classifications" and shall not include positions covered by Coalition bargaining units eligible for interest arbitration.

2. Regular employees in Coalition administrative support classifications shall be eligible to receive a longevity-merit award under this Agreement, as outlined under Subsection A, or the merit pay as provided under KCC 3.15.020(C)(3) and as administered under King County Performance Appraisal and Merit Pay System as outlined under Subsection B, but not both. Existing bargaining units that have elected their preferred option as defined in Subsection A or Subsection B as a group as part of these negotiations and that selection will remain in effect for the duration of this Agreement.

- A. Longevity-Merit Pay. Existing bargaining units with eligible employees who have elected this plan will receive a wage increase of 1.5% above Step 10 upon completing 15 years of service with the County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years of service with the County; provided, however, that an employee is eligible for the above Step 10 premium only if they receive at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.
- **B.** Merit Pay. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Subsection A of this Agreement, and b) an above-top-step merit premium program. Therefore, existing bargaining units with employees which have eligibility for above-top-step merit pay as provided under KCC 3.15.020(C)(3) and as administered under the King County Performance Appraisal and Merit Pay System under their appendix, that have elected as a group to be covered by the Merit Pay System, are not eligible for longevity-merit pay under Subsection A of this Agreement; however, such bargaining units have elected to forgo above-top-step merit for their members who are part of the Coalition in order for those members to be eligible for the longevity-merit pay under Subsection A of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Subsection A of this Agreement.
- C. For newly formed bargaining units, employees must elect their preferred option (as defined in Subparagraph A and Subparagraph B above) and as a group and must indicate their selection within 60 days from formation of a bargaining unit, and that selection will remain in effect for the duration of this Agreement. Employees who do not have the merit pay provision under their appendix shall only be eligible for longevity-merit pay under Subparagraph A.
- **D**. For employees who participate in the Western Conference of Teamsters Pension Trust ("WCTPT") plan, longevity-merit pay and merit pay is calculated on their base salary including the County's contribution on their behalf to the WCTPT and excluding any add-to-pays they are eligible to receive. All terms and conditions of the "000U0513 MOA" regarding Process for calculating Longevity Pay for the Administrative Coalition bargaining units that participate in the Western Conference of Teamsters Pension Trust shall apply.
- **3.** With respect to wages for Coalition Administrative Support Positions, the parties historically utilized the same process as was agreed to in the September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" and market surveys conducted for those negotiations were based on the following list of jurisdictions:
  - 1. Snohomish County
  - 2. Pierce County
  - **3.** City of Seattle
  - **4.** City of Bellevue
  - 5. City of Tacoma

- 6. City of Everett7. City of Redmond
- **8.** City of Renton
- 9. City of Kent
- 10. Port of Seattle
- 4. This Agreement shall remain in effect through December 31, 2028.

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE KING COUNTY COALITION OF UNIONS

**Subject: Cross-Jurisdictional Special Duty Assignments** 

#### **Introduction:**

The purpose of this Memorandum of Agreement by and between the King County Coalition of Unions (the Coalition) and King County (the County) is to memorialize an agreement reached between the parties regarding cross-jurisdictional "special duty (SD)" assignments. Recognizing that cross-jurisdictional SD assignments will continue to occur in King County, the parties have worked collaboratively to establish applicable rules relating to representation issues presented by these assignments.

#### **Agreement:**

The parties agree to the following:

- **1.** <u>King County Notification</u>: The County will provide the affected unions a monthly list of all cross-jurisdictional SD assignments approved for a duration of greater than six months.
- 2. <u>Pay Progression in SD Assignments</u>: Step progression is governed by the terms of the base union's collective bargaining agreement (CBA), Coalition Labor Agreement (CLA) or personnel policies if the assignment is in a non-represented position, as appropriate. Although current practice regarding pay progression in special duty assignments is not changed by this Agreement.

#### 3. Payment of Union Dues:

- **a.** For assignments limited in duration to six months or less, the employee shall continue to be represented by the base union and continue to pay dues to the union representing the employee's base classification.
- b. For assignments greater than six months in duration, the employee will temporarily cease paying dues to the base union and will pay dues to the union representing the assignment (special duty union). Dues payment shall be consistent with the CLA, from the time the employee is placed in the assignment until the employee returns to their regular assignment. In this circumstance, the employee will not pay dues to the base union during the assignment, unless the employee chooses to pay dues to both unions. The participating unions shall waive initiation fees. If the assignment is initially approved for six months or less, but is extended beyond six months, the employee will begin paying dues to the special duty union once the assignment extends beyond six months.
- **c.** For assignments wherein a non-represented employee is assigned to a position that is represented, the same rules as in a and b will apply.

- d. For assignments wherein a represented employee is assigned to a position that is not represented, the employee will continue to pay dues to and be represented by the base union as provided under the following sections.
- **4.** <u>Standing and Seniority</u>: Members will remain "in good standing" consistent with the Local Union Bylaws when dues payments are waived by the base union due to an assignment which exceeds six months. Employees' seniority rights and standing with their base unions will be governed by the relevant base union's CBA.
- **5.** <u>Duty of Representation</u>: The unions agree that, should a representational need arise during the assignment, all representational obligations will lie with the union to which the member is working in an assignment; except, the base union will continue to be responsible for representation in the areas of seniority, layoff and bumping, and discipline. In cases where a represented employee is assigned to an assignment in a position that is not represented, the employee will continue to be represented by the base union in the areas of seniority, layoff and bumping, and discipline. The union that represents the assignment will represent the employee in all other areas including, but not limited to, wages and working conditions. An employee working in a non-represented assignment will be governed by the personnel policies.
- **6.** <u>Grievance</u>: Cross-jurisdictional union issues are not grievable under either the base union's or the special duty union's CBA. If there is a dispute between the unions or between the employee and union(s) about dues, the unions will work to resolve the dispute and will involve the King County Alternative Dispute Resolution (ADR) Program or the Public Employment Relations Commission (PERC), as necessary.

#### 7. Union Pension Trusts:

- **A.** When an employee who is covered by a pension plan is assigned to a special duty assignment outside of the bargaining unit, their wage reductions/contributions to the pension shall cease. The exception shall be when an employee is assigned to work in a bargaining unit that also provides for a pension plan, in which case the employee will pay into the pension at the negotiated rate for that bargaining unit. The employee's wage reductions/contributions to the pension shall resume when the employee is restored to their position within the bargaining unit.
- **B.** When an employee who is not covered by a pension plan is assigned to a special duty assignment in a bargaining unit that is covered by pension benefits, the employee shall not be eligible for trust contributions. If the employee eventually hires into the special duty job as a regular employee, they shall be eligible for pension benefits on a prospective basis.
- C. The pension trust contributions of an employee assigned to a special duty assignment, whose base assignment or special duty assignment is eligible for Western Conference of Teamsters Local 117 pension trust participation under the applicable CBA, will be governed by the terms of the applicable Memorandum of Agreement (000U0110_Local 117) between King County and Teamsters Local 117 that outlines the requirements for pension trust employee payments/participation for the bargaining unit.

#### MEMORANDUM OF AGREEMENT

#### **Between**

#### KING COUNTY

#### And

#### KING COUNTY COALITION OF UNIONS

**Subject: Compensation Settlement for Implementation of Retroactive Increases** 

#### **Agreement:**

- 1. Retroactive payment of the GWI effective January 1, 2026 ("Contract Settlement GWI") shall be made to all employees represented by the Coalition of Unions whose bargaining units are signatory to the Coalition Labor Agreement (CLA) at the time of full ratification. Retroactivity will be issued in the following manner:
- **A.** Retroactivity will be issued to all employees who are employed by the County in a bargaining unit signatory to this agreement on the first day of the first pay period following full and final ratification of the CLA.
- **B.** Employees who resign or are terminated prior to the first day of the first pay period following full and final ratification of the CLA shall not receive a retroactive payment.
- C. The County shall not make any post-hire adjustments to employees' salary steps or make Contract Settlement GWI payments based on subsequent collective bargaining settlements or retroactive pay associated with other unions.
- 2. All other provisions of the 2026-2028 CLA shall be implemented prospectively on the first day of the first pay period after the Ordinance following adoption of this Agreement by the King County Council, which is ten days following the King County executive's approval signature, and shall not be applied retroactively, unless otherwise specified. Non-retroactive provisions include, but are not limited to, changes to any compensation (e.g., pay premiums, salary increases, special allowances), changes in hours and working conditions.
- 3. The Contract Settlement GWI will be applied to all 2026 retro pay eligible earnings consistent with the pay codes that were adjusted by the GWI when the 2021-2024 collective bargaining agreement was implemented. Ineligible earnings include adjusted earnings for prior periods outside the retroactive period, grievance settlements, prior retroactive payments, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave. Special duty and work-out-of-classification premiums shall be adjusted by the GWI but shall not be recalculated from the base position for which the premium rate was derived from.
- **4. Ratification Incentive.** Pursuant to Article 29.2 of this Agreement, employees will be eligible to receive a one-time \$1500 ratification incentive. Eligibility for the ratification incentive is as follows:

- **A.** The ratification bonus, less mandatory deductions, will be paid to all active employees who are employed in a base or SDA position represented by the Unions signatory to this Agreement on September 5, 2025, and who are employed with the County remaining in that base or SDA union signatory position on January 1, 2026.
- **B.** Employees who were employed on September 5, 2025, but retire, are laid off, deceased or are medically separated prior to the end of the first pay period following January 1, 2026, shall be eligible to receive the ratification incentive bonus.
- C. Employees who resign or are terminated prior to the end of the first pay period following January 1, 2026, shall not receive the ratification bonus.

# Memorandum of Agreement By and Between King County And The King County Coalition of Unions

#### Subject: Bilingual Pay Premium Implementation Agreement

King County (the County) and the King County Coalition of Unions (the Coalition) are parties to a Coalition Labor Agreement (CLA) effective through December 31, 2028. Consistent with King County Code 2.15, the immigration, refugee, and language access ordinance seeks to promote trust and fairness for immigrant communities within King County.

This Memorandum of Agreement (Agreement) by and between the County and the Coalition (collectively the parties), shall be binding collectively upon ratification and implementation of the CLA. The parties intend this Agreement to resolve fully and finally all actual and potential disputes related to and arising out of the implementation of a CLA-wide bilingual pay premium.

#### **Background:**

- 1. The parties bargained for a prospective bilingual pay premium (CLA Article 40) intended to replace existing, outdated bilingual pay provisions for consistency and standardization across all CLA bargaining units.
- 2. The parties believe there are approximately 180 employees throughout CLA bargaining units who currently receive a bilingual pay premium of some kind. The following represents the parties' agreement on the terms of implementation for such employees to be designated and paid a bilingual pay premium consistent with the new CLA Article 40.

#### **Agreement:**

- 1. Pursuant to the CLA Article 40, the County at its sole discretion will determine whether the use of one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for specific job duties and positions. The County may end or modify the assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which will result in the immediate termination of the bilingual pay premium. Any employee deemed ineligible for a bilingual pay premium shall not be required to provide such services.
- 2. Within 60 days of the effective date of this MOA, the County will provide a list of employees who are currently receiving a bilingual pay premium and a designation of whether their position is designated as desired or required to use of one (1) or more specific non-English language or ASL to the Coalition. The County will then notify those employees of their position

designation and eligibility for the respective pay premium as defined in the CLA Article 40. The County will work with the Coalition on a communication plan roll out.

**3.** Employees whose positions are not designated as desired or required pursuant to this Agreement may submit a request to their supervisor to be considered eligible for a bilingual pay premium within 60 days of the Coalition's receipt of the final list with designations. The County will respond to individual requests in a timely manner.

Job classifications that have core interpreter/translator functions (e.g., Medical Interpreter/Translator, Public Defense Interpreter, Language Services Specialist) are ineligible to receive additional bilingual pay premiums. As part of the implementation of the new bilingual pay, employees currently receiving a bilingual premium will continue to be eligible, unless the employee is unable to meet the proficiency testing standards.

- **4.** Employees whose positions are designated as desired or required during this implementation phase may decline the designation and shall be ineligible to receive bilingual pay premiums except employees whose positions were designated as bilingual required at the time of hire may not decline the designation.
- **5.** Employees may be required to successfully test their language proficiency to be eligible for bilingual pay premiums following this designation. Employees who do not demonstrate proficiency will not be eligible for bilingual pay premiums and shall not be required to provide such services.
- **6.** This Agreement is effective upon ratification and implementation of the CLA successor agreement and shall expire 30 days after all designations have been made under Sections 2 and 3 above, unless extended by mutual agreement of all parties.
- 7. This Agreement does not constitute a practice or precedent and cannot be used by either party in any matter or proceeding, except for the purpose of enforcing the Agreement itself.

For the Coalition of Unions:	
manh	9/29/25
Maria Williams	Date
Coalition Co-chair	
Michael Gonzales Michael Gonzales	9/29/25
Michael Gonzales	Date
Coalition Co-chair	

_____

For King County:

9/29/25

Angela Marshall
Interim Director, Office of Labor Relations
King County Executive Office

Coalition Labor Agreement (CLA) - Appendix for 454 1 **Agreement Between King County** And 2 **Teamsters Local 117** 3 **Legislative Analysts - King County Council** 4 PURPOSE STATEMENT......1 ARTICLE 1: 5 ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND D.R.I.V.E. ......2 RIGHTS OF MANAGEMENT......2 ARTICLE 3: 6 HOLIDAYS, ELIGIBILITY ......4 ARTICLE 4: 7 VACATION LEAVE ......4 ARTICLE 5: ARTICLE SICK LEAVE ......5 6: 8 GENERAL LEAVES ......8 ARTICLE 7: 9 ARTICLE WAGE RATES......9 8: HOURS OF WORK .....9 ARTICLE 9: 10 ARTICLE 10: GRIEVANCE PROCEDURE ......11 11 WORK STOPPAGES AND EMPLOYER PROTECTION......11 ARTICLE 11: ARTICLE 12: 12 ARTICLE 13: REDUCTION-IN-FORCE/LAYOFF REHIRES ......12 13 ARTICLE 14: ARTICLE 15: 14 ARTICLE 16: 15 ARTICLE 17: LABOR MANAGEMENT COMMITTEE ......17 ADDENDUM A: WAGE ADDENDUM 16 ADDENDUM B: PERFORMANCE APPRAISAL PROCESS 17 Performance Evaluation Instructions Performance Evaluation Goals 18 Performance Evaluation Report 19 Performance Evaluation Supplemental Information 20 ADDENDUM C: Motion 15446 ADDENDUM D: KCLB Employee and Resource Policies 21 22 23 24 25 26 27 28

1 Coalition Labor Agreement (CLA) - Appendix 454 2 **Agreement Between King County** 3 And **International Brotherhood of Teamsters Local 117** 4 5 **Legislative Analysts - King County Council** 6 7 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 8 Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council. 9 10 ARTICLE 1: PURPOSE STATEMENT **Section 1.1** The purpose of this Agreement is to promote the continued improvement of the 11 relationship between King County and its employees represented by the Union. The articles of this 12 Agreement set forth the wages, hours and working conditions for the bargaining unit employees. 13 Section 1.2 The Coalition Labor Agreement (CLA) wage provision that does not apply to the 14 bargaining is FMLA (CLA Article 11.1). 15 Section 1.3 The CLA working condition provisions that do not apply to the bargaining unit 16 17 are: Unpaid Leaves of Absence (CLA Article 3), Supported Employment Program (CLA Article 13), 18 Reclassification and Resulting Pay (CLA Article 14, except Section 14.2), Special Duty (CLA Article 15), Contracting Out (CLA Article 16), TLT Positions (CLA Article 17), Job Posting (CLA Article 19 18), and Discipline and Sunset Clause (CLA Article 27), Waiver and Complete Agreement (CLA 20 21 Article 46) and Telecommuting (CLA Article 39). **Section 1.4** The CLA non-superseding articles that do not apply to the bargaining unit are: 22 Safety Gear and Equipment Allowance (CLA Article 42), After Hours Support (CLA Article 43), 23 Sick Leave (CLA Article 31), and Working Out of Class (CLA Article 33). 24 25 Section 1.5 The CLA Memoranda of Agreement that do not apply to the bargaining unit are regarding Longevity Pay/Incentive Pay for Administrative Support Classifications and Cross-26 Jurisdictional Special Duty Assignments. 27 **Section 1.6** The Parties recognize that certain titles utilized within the CLA may need to be 28 changed to reflect the Council reporting structure. Teamsters Local 117 - Legislative Analysts - King County Council

#### ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND D.R.I.V.E. 1 2 **Section 2.1** The County recognizes the Union as the exclusive collective bargaining 3 representative of all employees whose job classifications are listed in the attached Addendum A and made a part hereof by this reference. 4 5 Section 2.2 The County will transmit to the Union a current listing of all employees in the 6 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per 7 calendar year. For all employees performing bargaining unit work, the list shall include the name of 8 the employee, classification, department, and salary. 9 Section 2.3 Payroll Deduction for Political Contributions - Democratic, Republican, 10 *Independent Voter Education (D.R.I.V.E.)* The County agrees to deduct voluntary contributions 11 from the paycheck of all employees covered by this Agreement in accordance with the following: 12 A. D.R.I.V.E. shall notify the County of the amount of compensation designated 13 by each contributing employee they voluntarily elect to contribute. The amount will be whole dollar 14 increments and calculated based on the employee's pay period. 15 **B.** The County agrees to deduct from all employees covered by this Agreement 16 their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the 17 full amount on behalf of the contributing employee, the County will not withdraw any funds for that 18 pay period. 19 C. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly 20 basis, in one check, the total amount deducted for each contributing employee along with the name of 21 each employee on whose behalf a deduction is made. 22 **D.** The Union will indemnify, defend and hold the County harmless against any 23 claims made and against it and any suit instituted against the County on account of any deduction or 24 lack thereof of D.R.I.V.E contributions. 25 ARTICLE 3: RIGHTS OF MANAGEMENT 26 Section 3.1 The Union recognizes the prerogatives of the County to operate and manage its 27 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the 28 terms and conditions of this Agreement.

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

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 who are not on probation is subject to just cause, these standards and expectations shall be the baseline for any such determination.

Should the grievance 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 is final and may not be challenged through the arbitration procedure.

#### **Section 3.4 New Employees Probation.**

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

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

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

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

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

#### ARTICLE 4: HOLIDAYS, ELIGIBILITY

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

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

#### **ARTICLE 5: VACATION LEAVE**

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

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

#### **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

**Section 6.6** Employees eligible to accrue leave and who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to 35 percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

**Section 6.7** An employee must use all of their sick leave before taking unpaid leave for their own health reasons. If the injury is compensable under the County's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave

1	childbirth.		
2	J. The employee's medical, ocular, or dental appointments, provided that the		
3	employee's supervisor has approved the scheduling of sick leave for such appointments.		
4	K. To care for the employee's child if the child has an illness or health condition		
5	which requires treatment or supervision from the employee;		
6	L. An employee may not collect sick leave for physical incapacity due to any injury		
7	or occupational illness which is directly traceable to employment other than with the County.		
8	M. For purposes of paid sick leave, a "family member" is:		
9	a. A spouse or domestic partner,		
10	<b>b.</b> A child, including a biological, adopted, foster child, a stepchild, or		
11	a child to whom the employee stands in loco parentis, is a legal guardian or is a De Facto parent,		
12	regardless of age or dependency status, or the child of the employee's domestic partner,		
13	c. The parent of an employee, employee's spouse, or employee's		
14	domestic partner. Parents include biological, adoptive, de facto, foster, stepparent, legal guardian, or		
15	a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's		
16	domestic partner.		
17	<b>d.</b> A grandparent, grandchild, or sibling.		
18	e. Any individual who regularly resides in the employee's home or		
19	where the relationship creates an expectation that the employee care for the person, and that		
20	individual depends on the employee for care.		
21			
22	<b>3.</b> The reason for the leave is one of the following:		
23	<b>a.</b> The birth of a son or daughter and care of the newborn child, or		
24	placement with the employee of a son or daughter for adoption or foster care, if the leave is taken		
25	within twelve months of the birth, adoption or placement;		
26	<b>b.</b> The care of the employee's child or child of the employee's spouse		
27	or domestic partner whose illness or health condition requires treatment or supervision by the		
28	employee; or		
	c. The care of a family member who suffers from a serious health		

condition. 1 2 **4.** To the extent that Washington State law provides more extensive benefits 3 for use of paid leave for family care, the Union and County agree that state law shall prevail. 4 Section 6.9 King County Family and Medical Leave (KCFML). As provided under CLA 5 Article 11.2., Subsections A, B and C. 6 Section 6.10 The County shall continue its contribution toward health care during any unpaid 7 leave taken under Section 6.9. 8 Section 6.11 An employee who returns from unpaid family or medical leave within the time 9 provided in this Article is entitled, subject to bona fide layoff provisions, to: 10 **A.** The same position the employee held when the leave commenced; or 11 **B.** A position with equivalent status, benefits, pay and other terms and conditions of 12 employment; and 13 **C.** The same seniority accrued before the date on which the leave commenced. 14 Section 6.12 Failure to return to work by the expiration date of the leave of absence may be 15 cause for removal and result in termination of the employee from County service. 16 ARTICLE 7: GENERAL LEAVES 17 Section 7.1 Employees covered by this Labor Agreement shall be eligible for the following paid leave benefits 18 19 **Section 7.2 Donated Leaves.** As provided under CLA Article 6 with the below addition. 20 **A.** Vacation leave hours. Donation of vacation leave shall be pursuant to King 21 County Council policy, except that requests for vacation donation made for the purposes of 22 supplementing the sick leave benefits of the receiving employee shall not be denied unless approval would result in a hardship for the Council. 23 24 **Section 7.3 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, 25 26 exclusive of mileage, with the Finance and Business Operations Division of the Department of 27 Executive Services. Employees shall report back to their work supervisor when dismissed from jury 28 service. Section 7.4 Unpaid Leaves of Absence.

**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 Supervisor may grant a request for a leave of absence for a period longer than 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 7.5 Supplemental Leave. Employees covered by this Agreement 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 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."

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

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

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

**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

1 policy.

#### **ARTICLE 9: HOURS OF WORK**

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

**Section 9.2 Workday.** 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 Council and Committee Meetings, attend regularly scheduled all policy staff team meetings and communicate any individual circumstances to their Supervisor and the Chief Policy Officer so accommodation(s) can be made as necessary. Employees will work with Supervisors 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. Nothing in this agreement alters the County's ability to receive and consider an ad hoc remote work or adjusted schedule request.

#### **ARTICLE 10: GRIEVANCE PROCEDURE**

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

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

**B. Election of Remedies.** An employee who is covered by this Agreement has access either to the grievance procedure herein, or the grievance procedure provided by the Council Employment and Administration 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 and Administration Committee or at the conclusion of STEP 2 of the grievance procedure in the Coalition Labor Agreement, Article 26. The employee's selection is final.

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

Section 11.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps 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 11.2** Upon notification in writing by the County to the Union that any members of the bargaining unit 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 members to cease engaging in such a work stoppage.

**Section 11.3** 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 12: 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 13: REDUCTION-IN-FORCE/LAYOFF REHIRES

**Section 13.1** 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 employer, and the performance of employees. In the event the application of these

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

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

#### **ARTICLE 14: MISCELLANEOUS**

**Section 14.1. Automatic Vehicle Location System Use Policy.** The "Automatic Vehicle Location System Use Policy", as amended, shall apply to all employees with the following modifications or additions:

- **A**. AVL data will not constitute the sole documentation used to determine discipline imposed on an employee.
- **B**. Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions. Furthermore, should the County engage in a process whereby AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific route, vehicle and/or employee, then all relevant employees shall be so notified in advance.
- C. The County will not access such data for the purpose of disciplinary action unless there is a good faith reason to believe that an employee has committed an offense that could result in discipline. The County agrees not to request or view AVL data, absent any other evidence, for the purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action. (i.e., no fishing expeditions).
- **D**. If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the camera footage, AVL data, or card reader

data upon request before conducting an investigatory interview, then the camera footage, AVL data, or card reader 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 14.2 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 Chief of Staff.

**Section 14.3 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 14.4 Job Related Training.** The County will pay all fees and travel expenses for required job-related training, as approved by the Employer. This includes necessary release time that is preapproved.

Section 14.5 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 14.6. Public Disclosure Request.** As provided under CLA Article 19. Additionally, an employee whose personnel file is subject to a public disclosure demand will be notified of the

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

**Section 14.7 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, the employee shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union representation.

#### **ARTICLE 15: CLASSIFICATIONS**

**Section 15.1** 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 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.

Section 15.2 An employee may initiate a reclassification request as follows: After an employee has been in a classification for three 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 (or other employee designated by the Council) to be reclassified into the next higher classification. The three 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 (or other employee designated by the Council) will have 60 days to review the request and respond to the employee.

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

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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 and Administration 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 Committee, the matter may be appealed to the full King County Council. The decision of the Council may only be appealed through a nonbinding 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 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 their findings. Thereafter, the parties will have two weeks to attempt to reach an agreement. If no agreement is reached, the fact-finder shall issue their nonbinding 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.

Section 15.4 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 and Administration 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 Committee, or if the 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.

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

#### **ARTICLE 16: PENSION**

Section 16.1 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.

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

Section 16.3 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.

**Section 16.4** 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.

Section 16.5 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 17: LABOR MANAGEMENT COMMITTEE

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

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

For International Brotherhood of Teamsters Local 117: Signed by: Paul Daul Paul Dascher Secretary-Treasurer For King County: La Class Sasha P. Alessi Labor Relations Manager Office of Labor Relations 

1 | cba Code: 454

**Union Code: F15** 

#### **ADDENDUM A**

Classification Title	King County Squared Table Range
Legislative Analyst	66*
Senior Legislative Analyst	72
Principal Legislative Analyst	76
Senior Principal Legislative Analyst	79
Supervising Legislative Analyst I	82*

^{*}Wage change is prospective only upon implementation.

Teamsters Local 117 - Legislative Analysts - King County Council January 1, 2026, through December 31, 2028 454CLAC0125Page 18



### **Metropolitan King County Council**

#### PERFORMANCE APPRAISAL PROCESS FOR COMMITTEE STAFF

#### **EVALUATIVE FORMS & INSTRUCTIONS**

**Reason for Submission.** Performance Evaluations will be conducted annually, at time of promotion or when a PIP needs to be initiated.

**Employee Self-Evaluation.** Analysts should list major pieces of work and associated accomplishments during the previous 12-month period, whether expectations were met and areas for growth or training identified from each body of work. Analysts are encouraged to thoughtfully consider areas for growth and will **not** be penalized for identifying areas for growth. Rather, identifying areas for growth will allow management and supervisors to work with employees to form plans for future success and will enable the employee, management and supervisors to monitor development of skills.

<u>Supervisor Evaluation</u>. Supervisors should also list major pieces of work assigned to the analyst during the previous 12-month period, whether job expectations were met or exceeded, and areas for training and growth. Feedback should be as specific as possible.

Additional Rater Evaluation. An intermediate rater should be another member of the policy team who has worked closely with the analyst during the past year either through committee work or on a complicated project. Supervisors will work with each analyst to identify any appropriate intermediate raters. NOTE – serving as an Additional Rater is voluntary and is not a necessary requirement for the Performance Evaluation process.

**Equity Review.** To be discussed further at LMC.

<u>Evaluation of Performance Goals</u>. Performance goals should include new skills to be developed or aspects of the job yet to be demonstrated (e.g., successfully serve as a committee lead; leading a major piece of legislation; successfully taking on a new subject area). Goals may also be unique to the analyst: e.g., improve legislative drafting; gain proficiency with a new software tool; develop effective relationships with executive staff; etc. Goals should also identify periodic check-ins with supervisors to monitor progress.

Overall Performance Rating. Based on the job expectation matrix (which is still under discussion in LMC) the supervisor will determine whether the analyst's performance has met the job expectations. The Chief Policy Officer will ratify this determination. If any aspects of an analyst's performance are not meeting job expectations, the supervisor and Chief Policy Officer will work with the analyst to develop a Performance Improvement Plan (PIP) to address those deficiencies. The purpose of the PIP is to ensure that the analyst understands the expectations and performance deficiencies, and to ensure that there is a clear path forward with appropriate support to overcome those deficiencies.

KING COUNTY COUNCIL							
Performance Evaluation Report							
	ADMINISTRATIVE DATA						
NAME (Last, First, Middle Initial)	POSITION TITLE						
DEPARTMENT	REASON FOR SUBMISSION						
	☐ ANNUAL ☐ PROBATIONARY						
	☐ INTERMEDIATE [enter reason]						
PERIOD COVERED	RATED MOS. EMPLOYEE COPY (Check one and date)						
FROM THRU	GIVEN TO EMPLOYEE FORWARDED TO EMPLOYEE						
	MPLOYEE SELF-EVALUATION						
[Employee's description of accomplishments in the past year, whether job descript	tion expectations are met, areas for training or growth]						
	SUPERVISOR EVALUATION						
[Supervisor's description of accomplishments in the past year, whether job descrip	tion expectations are met, areas for training or growth]						
	nd agreed to by management, could be more than one intermediate rater, if appropriate)						
[Intermediate rater's description of accomplishments in the past year, whether job	description expectations are met, areas for training or growth						
☐ <b>EQUITY REVIEW COMPLETED.</b> The equity review is a step in the proce demonstrates bias. This review does not waive any legal right to file a disc	ess for the equity reviewer to analyze the evaluation and identify whether the evaluation crimination claim.						
The equity reviewer will be an independent human resources consultant chosen by	y mutual agreement between management and the union.						
	UATION OF PERFORMANCE GOALS						
Goal 1:	Status:						
Goal 2:	Status:						
Goal 3:	Status:						
OVE	RALL PERFORMANCE RATING						
☐ Met expectations of job description							
☐ Recommended for Promotion to[position] Supe	ervisor Initials Chief Policy Officer Initials						
☐ Did not meet expectations of job description							

☐ PIP prepared		
EMPLO	DYEE RESPONSE TO EVALUATION	
[Employee's response to rating by supervisor, intermediate rater, or equity review		
	SIGNATURES	
NAME OF SUPERVISOR	SIGNATURE	DATE
NAME OF INTERMEDIATE RATER	SIGNATURE	DATE
NAME OF EQUITY REVIEWER	SIGNATURE	DATE
NAME OF CHIEF POLICY OFFICER	SIGNATURE	DATE
EMPLOYEE: I understand my signature does not constitute agreement or disagreement with the evaluations of the Supervisor and Senior Rater, and merely verifies I have received the Performance Evaluation Report.	SIGNATURE OF EMPLOYEE	DATE

	LA	SLA	PLA	SPLA	Sup1
	Grade 62	Grade 72	Grade 76	Grade 79	Grade 81
General	Reliable; consistent attendance and punctuality.	Reliable; consistent attendance and punctuality.	Reliable; consistent attendance and punctuality.	Reliable; consistent attendance and punctuality.	Reliable; consistent attendance and punctuality.
	Beginning to understand the elements of policy group mission of high-quality, nonpartisan analysis and overall conduct, and integrate coaching feedback toward implementing	Actions generally show understanding of, and commitment, to policy group mission of high-quality, nonpartisan analysis and overall conduct.	Actions consistently show understanding of, and commitment to, policy group mission of high-quality, nonpartisan analysis and overall conduct.	Actions consistently show understanding of, commitment to, and leading others to achieve policy group mission of high-quality, nonpartisan analysis and overall conduct.	Actions consistently show understanding of, commitment to, and leading others to achieve policy group mission of high-quality, nonpartisan analysis and overall conduct.
	those actions.  Able to complete routine assignments independently and objectively.	Conducts work independently and objectively.  Integrates team	Models independent and objective work.  Consistently provides feedback to teams and	Models and supports others in independently and objectively conducting work.	Models and supports others in independently and objectively conducting work.
	Integrates team feedback to provide the highest quality in all work.	feedback to provide the highest quality in all work.	integrates team feedback to provide the highest quality in all work.	Consistently provides feedback to teams, and models and supports teams in demonstrating the highest quality in all work.	Consistently provides feedback to teams, and models and supports teams in demonstrating the highest quality in all work.
Complexity of Assignments Factors to assess the complexity of assignments include:  Number of amendments, including whether there are competing or confidential amendments;	Conducts qualitative and quantitative analysis of legislation and issues that are not complicated or controversial, with support/supervision.	Conducts qualitative and quantitative analysis of legislation and issues that are less or are not complicated or controversial, independently and with some support/supervision.	Conducts qualitative and quantitative analysis of legislation and issues that are less or are not complicated or controversial, independently and with minimal support/supervision.	Conducts qualitative and quantitative analysis of legislation and issues that are the most complicated or controversial and can lead a team on these issues with no to minimal support/supervision.  Generally, a SPLA would not need support/supervision but may seek input or ideas from other senior analysts to identify other	Conducts qualitative and quantitative analysis of legislation and issues that are the most complicated or controversial and can lead a team on these issues with no to minimal support/supervision.  Generally, a Sup1 would not need support/supervision but may seek input or ideas from other senior analysts to identify other

	LA	SLA	PLA	SPLA	Sup1
	Grade 62	Grade 72	Grade 76	Grade 79	Grade 81
<ul> <li>Degree of interest among various councilmembers (e.g., number of councilmembers sponsoring amendments);</li> <li>Technical difficulty</li> </ul>	Demonstrates over time increasing ability to conduct qualitative and quantitative analysis of legislation and issues that are not	Demonstrates over time increasing ability to conduct qualitative and quantitative analysis of legislation and issues	Demonstrates over time increasing ability to conduct qualitative and quantitative analysis of legislation and issues	perspectives to further the work of the team.  Initiates leading qualitative and quantitative analysis and research on a broad range of policy issues with little to no prior knowledge	perspectives to further the work of the team.  Initiates leading qualitative and quantitative analysis and research on a broad range of policy issues with little to no prior knowledge
<ul> <li>legal documents and attachments (not including proforma attachments);</li> <li>Significant public impact and/or legal risks;</li> <li>Procedural complexity, including mandatory referrals and notice requirements;</li> <li>Multitude of policy goals/options and competing interests among councilmembers, executive, other countywide electeds and/or other elected officials in regional committees.</li> </ul>	complicated or controversial, with little support/supervision.	that are more complicated or controversial, usually as part of a team or with support/supervision.	that are more complicated or controversial, and can lead a team on these issues with minimal support/supervision.  Ability to lead qualitative and quantitative analysis and research on a policy issues with prior knowledge in that issue area.	Ability to lead qualitative and quantitative analysis and research on a policy issues without prior knowledge in that issue area.  Ability to assess the complexity of legislation and issues and provides input to supervisors on assignment of legislation and issues to ensure optimal performance for the legislative analyst team.	Ability to lead qualitative and quantitative analysis and research on a policy issues without prior knowledge in that issue area.  Collaborate with other supervisors to assess the complexity of legislation and issues and manages assignment of legislation and issues to other analysts to ensure optimal performance for the legislative analyst team.

	LA	SLA	PLA	SPLA	Sup1
	Grade 62	Grade 72	Grade 76	Grade 79	Grade 81
Legislative Processes and Analysis	Beginning to understand analytical and legislative processes.	Generally understands analytical and legislative processes.	Understands well and is very comfortable with analytical and legislative processes, and contributes to improvements to these processes based on lessons learned.	Understands well and is very comfortable with analytical and legislative processes, and often contributes to improvements to these processes based on lessons learned and best practices.	Understands well and is very comfortable with analytical and legislative processes, collaborates with colleagues to continually evaluate and make improvements to these processes based on lessons learned and best practices, and leads efforts to implement improvements to these
	Working toward finding the sweet spot of "just enough" analysis and developing intuition for identifying policy issues.	Getting a sense for "just enough" analysis and has a good and evolving intuition for identifying policy issues and options.  If serving as a committee lead, understands and can communicate procedural requirements to Councilmembers.	Strong sense for when analysis is complete and strong intuition for identifying policy issues and options.  In-depth knowledge of and can communicate procedural requirements to Councilmembers.	Consistently strong sense for when analysis is complete and strong intuition for identifying policy issues and options.  Considerable knowledge of and can communicate procedural requirements to Councilmembers.	processes.  Consistently strong sense for when analysis is complete and strong intuition for identifying policy issues and options.  Considerable knowledge of and can communicate procedural requirements to Councilmembers.
Writing and Presenting	Requires substantive support during staff report and presentation development. Building skills in writing staff reports and issue papers.	Develops staff reports and presentations without support, except for more complicated and controversial legislation.	Develops staff reports and presentations without support. Good flow and cohesion in reporting. Complete staff reports that need little editing without multiple iterations.	Develops staff report and presentations without support. Complete staff reports that need minimal editing.	Develops staff report and presentations without support. Complete staff reports that need minimal editing.
	With practice and support/supervision, able to provide briefings that effectively	Able to provide briefings that effectively convey relevant information. A small number of	Consistently strong briefings that effectively convey relevant information.	Provides a model to others that effectively convey relevant information during briefings.	Provides a model to others that effectively convey relevant information during briefings.

	LA	SLA	PLA	SPLA	Sup1
	Grade 62	Grade 72	Grade 76	Grade 79	Grade 81
	convey relevant information. Several progressively improving iterations are expected.	progressively improving iterations are expected.	Able to effectively convey policy nuances in writing and during briefings for controversial issues while maintaining neutrality.	Able to effectively convey policy nuances in writing and during briefings for controversial issues while maintaining neutrality.	Able to effectively convey policy nuances in writing and during briefings for controversial issues while maintaining neutrality.
Mentoring, Supervision, and Training	Takes full advantage of supervision and teaching, including from supervisor, committee leads, and other more experienced colleagues.	Requires less supervision.  Requires coaching to build on individual strengths and opportunities.	Requires relatively little supervision.  Requires some coaching on individual strengths and opportunities.	Requires minimal supervision but is receptive to feedback on adhering to work related best practices.	Serve as supervisors of other analysts, provides effective coaching and feedback to analysts, provides regular trainings/check-ins, works with analysts to build on strengths and opportunities.
		оррогилиеѕ.	Mentors others in the legislative branch when opportunities are available.	Consistently mentors others in the legislative branch and proactive in seeking opportunities to mentor others.	Collaborate with other supervisors to manage assignment of legislation and workload of analysts.
			Able to lead a team collaboratively and delegate tasks in an effective manner on complex and/or controversial legislation.	Able to lead a team collaboratively and delegate tasks in an effective manner on the most complex and/or controversial legislation.	Able to lead a team collaboratively and delegate tasks in an effective manner on the most complex and/or controversial legislation.
Teamwork (with Analysts and Committee Assistants)	Comfortable working and collaborating in team environments	Comfortable working and collaborating in team environments. Effective team player.	Helps to create positive and effective team environments.	Creates a positive team and office atmosphere and escalates issues that detract from a positive	Creates a positive team and office atmosphere and takes steps to/actively seeks to resolve issues that detract from a positive

	LA	SLA	PLA	SPLA	Sup1
	Grade 62	Grade 72	Grade 76	Grade 79	Grade 81
			Collaborative whether serving as the lead on an issue or as part of a team.  Amplifies the good work of others.	team and office atmosphere.  Fosters collaboration whether serving as the lead on an issue or as part of a team.  Amplifies the good work of others.	team and office atmosphere.  Fosters collaboration whether serving as the lead on an issue or as part of a team.  Amplifies the good work of others.
Relationships with Legislative Branch Colleagues	Builds positive relationships with district staff, legal counsel, the committee assistants and the clerks staff.  With support/supervision, consult with/brief legislative branch colleagues on an issue.  Able to maintain neutrality on issues on which the Council is deliberating.	Builds positive relationships with district staff, Councilmembers, legal counsel, the committee assistants and the clerks staff.  Learning when to consult with/brief legislative branch colleagues on an issue. May need support/supervision in consulting/briefing colleagues.  Able to maintain neutrality on issues on which the Council is deliberating.  Building credibility with legislative branch colleagues.	Builds positive relationships with district staff, Councilmembers, legal counsel, the committee assistants and the clerks staff.  Understands when to consult with/brief legislative branch colleagues on an issue. Little to no support/supervision in consulting/briefing colleagues.  Able to maintain neutrality on issues on which the Council is deliberating.  High degree of credibility with legislative branch colleagues.	Builds positive relationships with district staff, Councilmembers, legal counsel, the committee assistants, and the clerks staff.  Understands when to consult with/brief legislative branch colleagues on an issue. No support/supervision in consulting/briefing colleagues.  Able to maintain neutrality on issues on which the Council is deliberating.  Highest degree of credibility with legislative branch colleagues.	Builds positive relationships with district staff, Councilmembers, legal counsel, the committee assistants and the clerks staff.  Understands when to consult with/brief legislative branch colleagues on an issue. No support/supervision in consulting/briefing colleagues.  Able to maintain neutrality on issues on which the Council is deliberating.  Highest degree of credibility with legislative branch colleagues.

	LA	SLA	PLA	SPLA	Sup1
	Grade 62	Grade 72	Grade 76	Grade 79	Grade 81
Relationships with External Colleagues	<del></del> -	Build collegial/professional rapport with Executive branch/separately elected agency colleagues. May also build working relationship with colleagues at outside jurisdictions or other stakeholders.  With some support/supervision, identify appropriate questions on an issue, run an effective meeting, clearly communicate expectations and timelines.	Grade 76  Build collegial/professional rapport with Executive branch/separately elected agency colleagues. May also build working relationship with colleagues at outside jurisdictions or other stakeholders.  With minimal support/supervision, identify appropriate questions on an issue, run an effective meeting, clearly communicate expectations and timelines.	Grade 79 Build collegial/professional rapport with Executive branch/separately elected agency colleagues. May also build working relationship with colleagues at outside jurisdictions or other stakeholders.  Independently able to identify appropriate questions on an issue, run an effective meeting, clearly communicate expectations and timelines.  Able to maintain professional working relationship in times of significant conflict in	Grade 81  Build collegial/professional rapport with Executive branch/separately elected agency colleagues. May also build working relationship with colleagues at outside jurisdictions or other stakeholders.  Independently able to identify appropriate questions on an issue, run an effective meeting, clearly communicate expectations and timelines.  Able to maintain professional working relationship in times of significant conflict in
		Able to maintain professional working relationship when	Able to maintain professional working relationship when	priorities between Executive, Council, and/or other stakeholders.	priorities between Executive, Council, and/or other stakeholders.
		Council priorities differ from Executive recommendations.	Council priorities differ from Executive and/or other stakeholder recommendations.		

1 ADDENDUM C 2 BY AND BETWEEN 3 KING COUNTY 4 **AND** 5 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117 6 REPRESENTING LEGISLATIVE ANALYSTS 7 Subject: Motion King County Legislative Branch Employee, Equipment, and Facilities Policies 8 - Organizational Motion 9 10 On June 26, 2019, the King County Council passed Motion 15446, since amended by Motion 16814 (e.g., Organizational Motion) which updated the King County Legislative Branch Employee, 11 Equipment, and Facilities Policies. Since some updates apply to legislative services staff, the parties met to discuss and bargain the impacts, to the extent required by law, and have agreed as follows: 12 13 The process by which the grievance procedure is conducted in Article 10 of the parties' collective bargaining agreement (CBA) will remain status quo per the terms of the existing CBA. Specifically, 14 any member that elects to process a grievance through the Employment and Administration Committee shall be afforded appeal rights for decisions issued on discipline consistent with the 15 practice and procedure utilized prior to the passage of this Motion. 16 All other provisions under the Motion that apply to the legislative services staff, including, but not 17 limited to: minor personnel decisions, organizational structure changes, establishment of a hiring process, staffing assignments, and reclassifications, shall be addressed by the Labor-Management 18 Committee in an attempt to seek the parties' cooperation in their execution and implementation. 19 All terms and provisions of the 2026-2028 CBA shall continue to apply unless specifically modified 20 by this Addendum. 21 The parties agree to meet and negotiate, as required by law, any changes to a mandatory subject of bargaining proposed in a subsequent Organization Motion. 22 23 24 25 26 27 28

ADDENDUM D 1 2 BY AND BETWEEN 3 KING COUNTY 4 **AND** 5 **TEAMSTERS LOCAL 117** 6 REPRESENTING LEGISLATIVE ANALYSTS 7 **Subject: KCLB Employee and Resource Policies** 8 On June 26, 2019, the King County Council passed Motion 15446, since amended by Motion 16814 9 (e.g., Organizational Motion) which updated the King County Legislative Branch Employee, Equipment, and Facilities Policies. Since some of these policies impact and/or conflict with the terms 10 of the conditions of the Coalition Labor Agreement (CLA) and the Appendix 454 Agreement Between King County and Teamsters Local 117 covering Legislative Analysts. The parties met to 11 discuss and bargain the impacts of the updated policy, to the extent required by law, and have agreed 12 as follows: 13 The following sections of the KCLB Personnel Policies shall not apply to this bargaining unit: 14 • Hiring Decisions, p.8 (See LMC "Policy Staff Hiring Process," Last Updated October 3, 15 2019, for current document) • Reclassifications, p.8 16 Performance Evaluations, p.8 17 Employee discipline, p.9 The following sections under Telework and Work Location on p.10. 18 o To telecommute o Employees must 19 o The Council recognizes... Out-of-State Work Location 20 o General Remote Work Provisions 21 Temporary Assignment Outside of Job Classification, p.20 22 The Union reserves its right to challenge the applicability and implementation of any other section of the KCLB Personnel Policies not explicitly listed above to the extent that they conflict with the labor 23 agreement and/or existing practices and policies that predate this Agreement covering represented 24 employees. 25 All terms and provisions of the 2026-2028 CBA shall continue to apply unless specifically modified by this Addendum. 26 27 The parties agree to meet and negotiate, as required by law, any changes to a mandatory subject of bargaining proposed in a subsequent Organization Motion. 28