



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

**KING COUNTY
KCC LEGISLATIVE ANALYSTS**

June 2022

Modify the current language as follows:

- *Change dates to reflect newly bargained term throughout the Contract.*
- *Anywhere he/him/his/her/she are referred amend to they/them.*
- *Anywhere there are numbers or dollar amounts add the words and vice versa.
Example: eighty percent (80%)*
- *Correct punctuation and grammar throughout as appropriate.*
- *Renumber to account for additions/deletions.*

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

ARTICLE 1: PURPOSE STATEMENT

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

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

Section 1.3 The CLA working condition [provision](#)s that do not apply to the bargaining unit are: Unpaid Leaves of Absence (CLA Article 3), Supported Employment Program (CLA Article 13),



1 Reclassification and Resulting Pay (CLA Article 14, except Section 14.1-2), Special Duty (CLA
2 Article 15), Contracting Out (CLA Article 16), TLT Positions (CLA Article 17), Job Posting (CLA
3 Article 18), and Discipline and Sunset Clause (CLA Article 28), Layoff Task Force (CLA Article
4 38), Equal Employment Opportunity (CLA Article 39), Waiver and Complete Agreement (CLA
5 Article 46) and Telecommuting (CLA Article 40).

6 **Section 1.4** The CLA non-superseding articles that do not apply to the bargaining unit are:
7 Safety Gear and Equipment Allowance (CLA Article 32), After Hours Support (CLA Article 33),
8 Sick Leave (CLA Article 34), and Working Out of Class (CLA Article 37).

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

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

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

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

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



1 ~~A. Provided however, that nothing contained in this section shall require an employee~~
2 ~~to join said Union who can substantiate in accordance with case law bona fide religious tenets or~~
3 ~~teachings that prohibit the payment of dues or initiation fees to Union organizations. Such employee~~
4 ~~shall pay an amount of money equivalent to regular union dues and initiation fee; said amounts shall~~
5 ~~be paid to a non-religious charity mutually agreed upon by the employee affected and the Union to~~
6 ~~which such public employee would otherwise pay the dues and initiation fee. The Public~~
7 ~~Employment Relations Commission will designate the non-religious charity in the event that the~~
8 ~~employee and Union are unable to agree. The public employee shall furnish proof to the Union each~~
9 ~~month that such payment has been made.~~

10 ~~B. Employees classified as Legislative Assistants shall not be required to meet the~~
11 ~~conditions under Section 2.2 until such time that at least sixty percent (60%) of their regular work is~~
12 ~~that of a Legislative Assistant.~~

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

17 ~~The Union will indemnify, defend and hold the County harmless against any claims made and~~
18 ~~against any suit instituted against the County on account of any check off of dues for the Union. The~~
19 ~~Union agrees to refund to the County any amounts paid to it in error on account of the check off~~
20 ~~provision upon presentation of proper evidence thereof. [Note: Should CLA adopt language re~~
21 ~~dues/Janus, that will be the County's proposal.]~~

22 ~~**Section 2.4** The County will transmit to the Union a current listing of all employees in the~~
23 ~~bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per~~
24 ~~calendar year. For all employees performing bargaining unit work, the list shall include the name of~~
25 ~~the employee, classification, department and salary.~~

26 ~~**Section 2.5** Failure by an employee to satisfy the requirements of Section 2.2 shall constitute~~



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

6 ~~Section 2.6 Union Notification. Pursuant to MLA Article 20.~~

7 **Section 2.73 Payroll Deduction for Political Contributions - Democratic, Republican,**
8 **Independent Voter Education (D.R.I.V.E.):** The County agrees to deduct voluntary contributions
9 from the paycheck of all employees covered by this Agreement in accordance with the following:

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

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

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

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

23 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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



1 **Section 3.2** The County shall have the right to discipline and discharge employees, and the
2 right to layoff employees for lack of work or funds, as part of a reorganization, for the occurrence of
3 conditions beyond the control of the County, or when such continuation of work would be wasteful
4 and unproductive. The County shall further have the right to hire employees and establish
5 probationary periods for new hires, appoint, promote, train, assign, appraise employee performance,
6 contract work and direct the workforce; develop and modify classification specifications, allocate
7 positions to those classifications, determine work schedules, schedule overtime work, and to establish
8 the methods and processes by which work is performed, the right to establish reasonable rules; and
9 the right to take whatever actions are necessary in emergencies in order to assure the proper
10 functioning of the Council.

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

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

22 **Section 3.4 New Employees Probation.**

23 A. The parties recognize the critical importance of obtaining the highest levels of
24 performance from employees and the need to provide substantive on-the-job experience, training and
25 mentoring to help new employees meet the mutually embraced requirement of high performance. In
26 keeping with these standards, the Employer can terminate the employment of new employees at any



1 time during the orientation/training or probation period(s) except for the limited reason set forth in
2 Subparagraph B herein. Employees who are terminated during the orientation/training or probation
3 period(s) do not have recourse under Article 11.

4 **B.** New employees will begin their employment with an orientation/training period
5 beginning on the first day of employment and expiring after ninety (90) calendar days. During the
6 orientation/training period, new employees will not be discharged based on performance.

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

13 ~~Section 3.5 Payroll System. The right to define and implement a new payroll system,
14 including but not limited to a biweekly payroll system, is vested exclusively in King County.
15 Implementation of such system may include a conversion of wages and leave benefits into hourly
16 amounts and the parties recognize King County's exclusive right to make the changes necessary to
17 implement such payroll system.~~

18 **Section 3.56 Work Assignments.** ~~In order to avoid work jurisdiction disputes, and to ensure
19 that work is performed in the most efficient and appropriate manner, T~~the County retains the right to
20 make all work assignments, including the determination of ~~whether~~ how work will be assigned to
21 bargaining unit members. ~~or other County employees, and to~~ Any reassignment of work historically
22 performed by this bargaining unit to employees ~~work into or out of the~~ outside of the bargaining unit
23 shall require mutual agreement between the County and the Union. ~~Provided, however, N~~
24 bargaining unit employees will be laid-off due to a decision by the County to assign work historically
25 performed by bargaining unit employees outside the bargaining unit. ~~prior to exhausting the statutory
26 obligation to bargain.~~



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, ~~except as modified~~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 35, ~~with the~~in addition to the below provision~~additions~~.

Section 5.2 Vacation Use. The County will give notice on or about July 1 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 31 of each year; unless the employee has received approval in accordance with County or Council policies and procedures to carry over excess vacation accrual into the following year.

ARTICLE 6: SICK LEAVE

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

Section 6.2 Employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status excluding overtime up to a maximum of 3.6928 hours per biweekly pay period~~eight (8) hours per month~~. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to sick leave if not previously earned.

Section 6.3 During the first six (6) months of service in a leave eligible position, employees eligible to accrue vacation leave may, at the Supervisor’s discretion, use any accrued days of vacation leave as an extension of sick leave, unless such use is guaranteed by Washington State law. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination, unless otherwise prohibited by



1 Washington State Law.

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

4 **Section 6.5** Separation from or termination of County employment except by reason of
5 retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary
6 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or
7 termination. Should the employee resign, be separated for non-disciplinary medical reasons or be
8 laid off and return to County employment within two years, accrued sick leave shall be restored;
9 provided, that such restoration shall not apply where the former employment was in a term-limited
10 position.

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

17 **Section 6.7** An employee must use all of ~~their~~~~his or her~~ sick leave before taking unpaid leave
18 for ~~their~~~~his or her~~ own health reasons. If the injury is compensable under the County's workers
19 compensation program, then the employee has the option to augment or not augment time loss
20 payments with the use of accrued sick leave. For a leave for family reasons, the employee shall
21 choose at the start of the leave whether the particular leave would be paid or unpaid; but when an
22 employee chooses to take paid leave for family reasons, ~~he or she~~~~the employee~~ may set aside a
23 reserve of up to eighty (80) hours of accrued sick leave. An employee who has exhausted all of
24 ~~their~~~~his or her~~ sick leave may use accrued vacation leave before going on leave of absence without
25 pay, if approved by ~~their~~~~his or her~~ appointing authority.

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



1 **A.** The employee’s bona fide illness; provided, that an employee who suffers an
2 occupational illness may not simultaneously collect sick leave and worker’s compensation payments
3 in a total amount greater than the regular pay of the employee;

4 **B.** The employee’s incapacitating injury, provided that:

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

9 **C.** An employee who chooses to augment worker’s compensation payments with the
10 use of accrued sick leave shall notify the worker’s compensation office in writing at the beginning of
11 the leave;

12 **D.** Exposure to contagious diseases and resulting quarantine.

13 **E.** ~~An female~~ employee’s temporary disability caused by or contributed to by
14 pregnancy and childbirth.

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

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

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

21 **I.** To care for other family members, if:

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

24 **2.** the family member is the employee’s spouse or domestic partner, the
25 employee’s child, a child of the employee’s spouse or domestic partner, the parent of the employee,
26 employee’s spouse or domestic partner or an individual who stands or stood in loco parentis to the



1 employee, the employee’s spouse or domestic partner; and

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

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

6 b. the care of the employee’s child or child of the employee’s spouse
7 or domestic partner whose illness or health condition requires treatment or supervision by the
8 employee; or

9 c. the care of a family member who suffers from a serious health
10 condition.

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

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

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

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

19 A. the same position ~~the employee~~~~he or she~~ held when the leave commenced; or

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

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

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

25 **ARTICLE 7: GENERAL LEAVES**

26 **Section 7.1** Employees covered by this Labor Agreement shall be eligible for the following



1 paid leave benefits

2 ~~Section 7.2 Bereavement Leave. As provided under MLA Article 8.~~

3 ~~Section 7.3 Organ Donor Leave (KCC 3.12.215).~~

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

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

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

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

20 **Section 7.24 Donated Leaves.** As provided under CLA Article 6 with the below addition.

21 A. Vacation leave hours. Any comprehensive leave eligible employee ~~eligible for~~
 22 ~~leave benefits~~ may donate a portion of ~~their his or her~~ accrued vacation leave to another employee
 23 eligible for comprehensive leave benefits. Such donation will occur upon written request to and
 24 approval of the donating director(s), except that requests for vacation donation made for the purposes
 25 of supplementing the sick leave benefits of the receiving employee shall not be denied unless
 26 approval would result in a hardship for the Council.



~~Section 7.5 Leave for Volunteer Service. As provided under MLA Article 4.~~

Section 7.36 Jury Duty.

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

~~Section 7.7 Military Leave. As provided under MLA Article 2.~~

Section 7.48 Unpaid Leaves of Absence.

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

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

Section 7.59 Supplemental Leave. Employees covered by this Agreement may be granted up to ten (10) days of Supplemental Leave per calendar year, at the discretion of management, in recognition of workload obligations that require employees to work substantially in excess of the standard workweek on major bodies of work and pursuant to the Supplemental Leave Policy dated April 12, 1999. Supplemental leave shall be exhausted prior to the use of vacation leave. Supplemental leave may be used any time throughout the calendar year, provided that the employee and management specifically agree on the supplemental leave dates. There will be no cash out or carryover of unused Supplemental Leave to the following year.

~~Section 7.10 Paid Parental Leave. As provided under MLA Article 7.~~

ARTICLE 8. WAGE RATES

Section 8.1 Wage Rates. The parties agree that the classification titles shall be compensated



1 at the pay ranges and steps as shown in attached Addendum “A.”

2 **Section 8.2 Step Increases.** Step increases shall be annual and effective January 1st of each
 3 year, unless the employee ~~received a~~ did not meet expectations on their annual performance
 4 evaluation and was placed on a performance improvement plan in ~~of “minimally qualified” or lower~~
 5 ~~for~~ the preceding year or is already at the top step of the applicable pay range, in which case the
 6 employee shall remain at ~~his or her~~ their current step.

7 **Section 8.3 General Wage Increases (GWI).** ~~The GWI for 2018 is as provided under the~~
 8 ~~Memorandum of Agreement addressing “Total Compensation” Coalition Bargaining 2017-2018~~
 9 ~~Budget.~~ General wage increases will be provided pursuant to the CLA.

10 ~~Section 8.4 Economic Equity. As provided under MLA Article 28.~~

11 ~~Section 8.5 Coalition of Unions Incentive Pay. As provided under MLA Article 29.~~

12 **Section 8.6 Special District Assignment.** Bargaining unit members assigned in writing by
 13 the County to provide ongoing support to a special district for more than thirty (30) days will receive
 14 a five percent (5%) premium for as long as so assigned.

15 **Section 8.7 Cell Phone Policy.** Members of the bargaining unit are eligible for a County
 16 provided cell phone pursuant to the King County Council Cell Phone Policy. All current
 17 classifications of the bargaining unit are deemed to have a business need for a cell phone under the
 18 policy.

19 **ARTICLE 9: INSURED BENEFITS, HRA AND VEBA**

20 ~~As provided under MLA Article 25.~~

21 **ARTICLE 10: HOURS OF WORK**

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

24 **Section 10.2 Workday.** The establishment of reasonable work schedules is vested within the
 25 purview of the Council management and may be changed from time to time. The County agrees to
 26 make a good faith effort to accommodate employees’ requests for a 9-80 work schedule, or the



1 opportunity to routinely work remotely up to one day per pay period (collectively, Adjusted
2 Schedule), consistent with efficient and effective County operations.

3 **A.** At a minimum, individual employees considered eligible must be in good standing
4 related to work product, timeliness and performance goals for at least one year prior to the request.

5 Other considerations include, but are not limited to, the number of approved Adjusted Schedules, the
6 productivity and availability of the workgroup as a whole and how an Adjusted Schedule for one
7 individual may affect others' workload and quality of work. No request for an Adjusted Schedule
8 shall include a Council or Committee day out of the office. Additionally, the employer may
9 temporarily suspend an Adjusted Schedule due to episodic and/or unforeseen increases in Council
10 ~~work load~~ workload (e.g. biennial budget process, Comprehensive Plan, a significant special project
11 or others).

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

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

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

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

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



1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2 **Section 11.1** The parties agree to the grievance procedure as provided under CLA Article 26,
3 with the following modifications.

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

8 **B. Election of Remedies.** An employee who is covered by this Agreement has access
9 either to the grievance procedure herein, or the grievance procedure provided **by** the Council
10 Employment and Administration Committee. Selection of one procedure will preclude access to the
11 other to resolve the grievance. Selection must be made at the conclusion of STEP 1 of the procedure
12 set forth by the Employment and Administration Committee or at the conclusion of STEP 2 of the
13 grievance procedure in the **MasterCoalition** Labor Agreement, Article 26. The employee’s selection
14 is final.

15 **ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY**

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

23 **ARTICLE 13: SAVINGS CLAUSE**

24 ~~As provided under MLA Article 30.~~

25 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

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



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

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

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

17 **ARTICLE 15: WAIVER CLAUSE**

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

24 **ARTICLE 16: REDUCTION-IN-FORCE/LAYOFF REHIRES**

25 **Section 16.1** In the event the County determines that a layoff is necessary, the County shall
26 select the employee to be laid-off based upon the knowledge, skills and abilities of the employee, the



1 needs of the employer, and the performance of employees. In the event the application of these
2 factors results in two employees being substantially equal, seniority will be used as a tiebreaker. The
3 weight to be given these factors is within the reasonable discretion of the County, and may only be
4 overturned through the grievance procedure upon a showing that the County’s determination was
5 arbitrary and capricious.

6 **Section 16.2** An employee that has been laid-off will be placed on a recall list for a period of
7 two (2) years from the date of layoff. In filling a vacant bargaining unit position, the County will
8 offer it to an employee on the recall list prior to hiring from the outside, assuming the employee on
9 the list is qualified for the position. In the event more than one employee on the recall list is qualified
10 for the position, the County may determine which employee will be offered the opening.

11 **ARTICLE 17: PAST PRACTICE**

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

16 **ARTICLE 18: MISCELLANEOUS**

17 ~~———— Section 18.1 **Union Leave.** As provided under MLA Article 22.~~

18 ~~———— Section 18.2 **Reimbursement for Personal Transportation.** As provided under MLA~~
19 ~~Article 24.~~

20 ~~———— Section 18.3 **Use of County Bulletin Boards and & Electronic Devices.** As provided~~
21 ~~under MLA Article 23.~~

22 ~~———— Section 18.4 **Union Engagement.** As provided under MLA Article 21.~~

23 **Automatic Vehicle Location System Use Policy.** The “Automatic Vehicle Location System
24 Use Policy”, as amended, shall apply to all employees with the following modifications or additions:

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



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

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

11 D. If the County is aware of AVL data that may pertain to an investigation, the
12 employee who is subject to the investigation and/or the Union will have the right to view the AVL
13 data before an investigatory interview is conducted by the employee's department/division. If the
14 County refuses to show the employee and the Union the camera footage, AVL data, or card reader
15 data upon request before conducting an investigatory interview, then the camera footage, AVL data,
16 or card reader data shall not be used as evidence in any manner related to discipline.

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

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

22 **Section 18.5 Union Access.** Authorized representatives of the Union may have reasonable
23 access to its bargaining unit members in County facilities for transmittal of information or
24 representation purposes before work, after work, during lunch breaks, or other regular breaks, or at
25 any reasonable time as long as the work of the County employees and services to the public are
26 unimpaired. Prior to contacting bargaining unit members in County facilities, such authorized agents



1 shall make arrangements with the Chief of Staff.

2 **Section 18.6 Safety and Health.** In the event an employee discovers or identifies an unsafe
3 condition, the employee will immediately notify the supervisor. Employees will not be disciplined
4 for reporting unsafe conditions. No employee shall be required to use equipment which is unsafe, or
5 to work in an unsafe environment.

6 ~~Section 18.7 Transportation Benefits. As provided under MLA Article 38.~~

7 **Section 18.8 Job Related Training.** The County will pay all fees and travel expenses for
8 required job-related training, as approved by the Employer. This includes necessary release time that
9 is preapproved.

10 ~~Section 18.9 Professional Development. As provided under MLA Article 12.~~

11 **Section 18.10 Employee Access.** The employee may examine the employee’s personnel file.
12 Employees upon request may receive one copy from their personnel file copied at no cost. Material
13 relating to job performance or personal character will be provided to the employee prior to placement
14 in the personnel file. The employee may challenge the propriety of including it in the file, and/or
15 submit the employee’s own documentation to be attached to the challenged material. Employees may
16 request to have materials that reflect favorably on their performance or character included in their
17 personnel file.

18 **Section 18.11. Public Disclosure Request.** As provided under CLA Article 19.
19 Additionally, an employee whose personnel file is subject to a public disclosure demand will be
20 notified of the demand on a timely basis, as provided in the King County Personnel Records
21 Management Guidelines.

22 **Section 18.12 Union Representation.** In the event the Employer requires an employee to
23 attend a meeting for purposes of questioning an employee with respect to an incident which may lead
24 to termination of that employee, should the employee desire Union representation in said matter,
25 ~~he/she~~the employee shall notify the Employer at that time and shall be provided a reasonable time to
26 arrange for Union representation.



ARTICLE 19: CLASSIFICATIONS

Section 19.1 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 19.2 An employee may initiate a reclassification request as follows: After an employee has been in a classification for three (3) years, and if there has been a significant and material change in the duties and responsibilities of the employee, and that the change is permanent rather than temporary, the employee may file a request with the Chief of Staff (other employee designated by the Council) to be reclassified into the next higher classification. The three (3) year requirement shall not apply to a bargaining unit ~~member~~ ~~employee~~ who has been designated as a committee lead, however, all other requirements shall continue to apply. The request must include supporting documentation in a format to be approved by the King County Council. The Chief of Staff (other employee designated by the Council) will have sixty (60) days to review the request and respond to the employee.

Section 19.3 In the event the employee is not satisfied with the determination of the Chief of Staff (other employee designated by the Council), the employee may file an appeal, in writing, to the Chair of the King County Council’s Employment Committee, with a copy to the Chief of Staff (other employee designated by the Council). The Chief of Staff (other employee designated by the Council) will thereafter request that the King County Department of Human Resources conduct a review of the employee’s job duties, and responsibilities, and make a recommendation on whether a re-classification is appropriate. The recommendation, and supporting material, will be provided to the King County Council’s Employment Committee. The Committee will have thirty (30) days to review the recommendation and make a determination. In the event the employee is not satisfied with the



1 decision of the Employment Committee, the matter may be appealed to the full King County Council.
2 The decision of the Council may only be appealed through a non-binding fact-finding process. In
3 order to initiate the ~~fact finding~~ fact-finding process, the Union must provide the written notice to the
4 County within fourteen (14) calendar days of the Council's decision. If the parties are unable to
5 agree upon a fact-finder, they will request a panel from the Public Employment Relations
6 Commission. The fact-finder will be charged with making a non-binding recommendation to the
7 parties on whether the employee's classification should be changed, consistent with the above
8 criteria. The fact-finding process shall be determined by the fact-finder, and will be conducted fairly
9 and expeditiously. Prior to issuing a formal recommendation, the ~~fact-~~finder will meet informally
10 with the parties to inform them of ~~their~~ his or her findings. Thereafter, the parties will have two (2)
11 weeks to attempt to reach an agreement. If no agreement is reached, the ~~fact-~~finder shall issue
12 ~~their~~ his or her non-binding decision. The cost of the fact-finder shall be borne equally by the parties,
13 while any other costs shall be the responsibility of the party incurring them.

14 **Section 19.4** The County may initiate a review of the classification of an employee to
15 determine whether the job duties and responsibilities of the position should result in the employee
16 being reduced to a lower classification. The review shall be conducted by Human Resources. The
17 review and recommendation, and supporting material, will be provided to the King County Council's
18 Employment Committee. The Committee will have thirty (30) days to review the recommendation
19 and make a determination. In the event the employee is not satisfied with the decision of the
20 Employment Committee, or if the Employment Committee is unable to resolve the matter, it may be
21 appealed to the full King County Council. While the County may not appeal the determination of the
22 Council, the employee may pursue the matter through the grievance procedure.

23 **Section 19.5** Resulting pay in regards to a reclassification is as provided under CLA Article
24 14.~~1~~.2.

25 **ARTICLE 20: PENSION**

26 **Section 20.1** Effective January 5, 2013, the County shall pay \$1.50 (one dollar and fifty



1 cents) to the Western Conference of Teamsters Pension Trust Fund (“the Trust”) on account of each
2 member of the bargaining unit for every hour for which compensation was paid, said amounts to be
3 computed monthly.

4 **Section 20.2** All bargaining unit employees shall have their wage rate reduced by the amount
5 of the County’s contribution on the employee’s behalf.

6 **Section 20.3** There shall be no contribution to the Trust for cash outs of vacation, sick leave,
7 or any other accrued leaves upon an employee’s separation from employment with King County.

8 **Section 20.4** The parties agree that Memorandum of Agreements 000U0211 “Agreement
9 regarding employee participation in the Western Conference of Teamsters Pension Trust” and
10 000U0110_Local 117 “Uniform standards for establishment and administration of Western
11 Conference of Teamsters Pension Trust accounts established through collective bargaining
12 agreements with Teamsters Local 117” shall remain in full force and effect during the term of this
13 Agreement and are hereby incorporated by reference.

14 **Section 20.5** In the event the Western Conference of Teamsters should impose any penalty or
15 surcharge on hourly contributions, all such amounts shall be paid by the Employer, with an
16 equivalent payroll deduction made to the wages specified in this Agreement.

17 **ARTICLE 21: LABOR MANAGEMENT COMMITTEE**

18 **Section 21.1** A Labor-Management Committee (LMC) will be established for the Legislative
19 Analysts. The purpose of the LMC is to provide continuing communication between the parties and
20 to promote constructive labor-management relations. The LMC will meet, discuss, and exchange
21 information of a group nature and general interest to both parties.

22 **Section 21.2** The County and the Union will be responsible for the selection of their own
23 representatives. All LMC meetings will be scheduled on mutually acceptable dates and times. The
24 County will release Union (employee) representatives to attend LMC meetings. Employees attending
25 LMC meetings during their work time will have no loss in pay.

26 **ARTICLE 22: DURATION**

27 ~~As provided under MLA Article 31.~~



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APPROVED this _____ day of _____, ~~2018~~2022.

By: _____

King County Executive

John Scarcy
Secretary-Treasurer
International Brotherhood of Teamsters Local 117

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ADDENDUM A

Classification Title	King County Squared Table Range	King County Council Wage Table	Variance in Bargaining Unit Status
Legislative Assistant	-	19*	-Union Code Z2*
Legislative Assistant	-	19	-Union Code F15
Legislative Analyst	62 65		
Senior Legislative Analyst	72		
Principal Legislative Analyst	76		
Senior Principal Legislative Analyst	79		
Supervising Legislative Analyst I	81		

~~*See Article 2; Section 2.2.B: Employees classified as Legislative Assistants shall not be required to meet the conditions under Section 2.2 until such time that at least sixty percent (60%) of their regular work is that of a Legislative Assistant.~~



ADDENDUM B

BY AND BETWEEN

KING COUNTY

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

REPRESENTING LEGISLATIVE ANALYSTS

**INSERT Performance Appraisal Documents (attached separately due to
formatting)**

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ADDENDUM C

BY AND BETWEEN

KING COUNTY

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

REPRESENTING LEGISLATIVE ANALYSTS

Subject: Motion 15446

On June 26, 2019, the King County Council passed Motion 15446 (Motion) reflecting changes to the organization of the council, administrative processes, and the roles and responsibilities of chief officers and directors. Since some change(s) impact the terms of the conditions of the Collective Bargaining Agreement (CBA), and some changes impacted legislative services staff, the parties met to discuss and bargain the impacts, to the extent required by law, and have agreed as follows:

The process by which the grievance procedure is conducted in Article 11 will remain *status quo* per the terms of the existing CBA. Specifically, any member that elects to process a grievance through the Employee and Administration Committee shall be afforded appeal rights for decisions issued on discipline consistent with the practice and procedure utilized prior to the passage of this Motion.

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

All terms and provisions of the 2021-2024 CBA shall continue to apply unless specifically modified by this Addendum.



ADDENDUM D

BY AND BETWEEN

KING COUNTY

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

REPRESENTING LEGISLATIVE ANALYSTS

Subject: Article 10 – Hours of Work

Background:

1. The Parties are signatories to the Coalition Labor Agreement (CLA) and to Appendix 6 of the CLA representing Legislative Analysts working for the King County Council.

2. Under the CLA, the Legislative Branch has the authority to bargain working conditions. Pursuant to that authority, the Parties have agreed to replace the existing Article 10 – Hours of Work with a modified version as reflected below.

3. This Memorandum of Agreement (MOA) will be effective until January 31, 2023, unless extended or modified by the Parties. No less than 90 days prior to the expiration of this MOA, the Parties will reopen negotiations over Article 10.

Agreement:

ARTICLE 10: HOURS OF WORK

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

Section 10.2 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 accommodations 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

International Brotherhood of Teamsters Local 117 - Legislative Analysts - King County Council

January 1, 2018 to December 31, 2020

454MLAC0117 TA'd Agreement – 6-13-22



1 requests for work schedule adjustments shall not be unreasonably denied.

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

4 **ADDENDUM E**

5 **BY AND BETWEEN**

6 **KING COUNTY**

7 **AND**

8 **INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117**

9 **REPRESENTING LEGISLATIVE ANALYSTS**

10
 11 **Subject: KCLB Employee and Resource Policies**

12 On January 11, 2022, the King County Council approved adoption of King County Legislative
 13 Branch (KCLB) Employee, Equipment and Facilities Policies. Since some of these policies impact
 14 and/or conflict with the terms of the conditions of the Coalition Labor Agreement (CLA) and the
 15 Appendix 6 Agreement Between King County and Teamsters Local 117 covering Legislative
 16 Analysts. The parties met to discuss and bargain the impacts of the new policies, to the extent
 17 required by law, and have agreed as follows:

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

- 19 • Hiring Decisions, p.5 (See LMC “Policy Staff Hiring Process,” Last Updated October 3,
 20 2019, for current document)
- 21 • Reclassifications, p.5
- 22 • Performance Evaluations, p.6
- 23 • Employee discipline, p.6-7
- 24 • The following sections under Work Schedule, Location & Telework on p.8.
 - 25 ○ To telecommute
 - 26 ○ Employees must
 - 27 ○ The Council recognizes...
 - 28 ○ Occasional Remote Work Location
 - General Remote Work Provisions
- Temporary Assignment Outside of Job Classification, p.15

29 The Union reserves its right to challenge the applicability and implementation of any other section of
 30 the KCLB Personnel Policies not explicitly listed above to the extent that they conflict with the labor



1 agreement and/or existing practices and policies that predate this Agreement covering represented
2 employees.

3 All terms and provisions of the 2021-2024 CBA shall continue to apply unless specifically modified
4 by this **Addendum**.

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ADDENDUM C

BY AND BETWEEN

KING COUNTY

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

REPRESENTING LEGISLATIVE ANALYSTS

~~Subject: Master Labor Agreement Working Conditions~~

Background:

~~1. The Parties are signatories to the Master Labor Agreement (CLA) and to Appendix 6 of the CLA representing Legislative Analysts working for the King County Council.~~

~~2. Under the CLA, the Legislative Branch has the authority to bargain working conditions. Pursuant to that authority, the Parties have bargained to adopt some, but not all, CLA working conditions into Appendix 6.~~

~~3. The Parties have agreed to establish a Labor Management Committee (LMC) as provided under Article 21, the by laws and charter to be developed by the Committee.~~

Agreements:

~~1. The Parties agree to use the LMC to explore the following CLA working conditions that have not been adopted under Appendix 6: Reclassification and Resulting Pay (CLA Article 14, except 14.1.2), Special Duty (CLA Article 15), Contracting Out (CLA Article 16), TLT Positions (CLA Article 17), Job Posting (CLA Article 18) and Working Out of Class (Non-Superseding CLA Article 37). If the Parties agree to add any of the working conditions identified herein to Appendix 6, in whole or in part, the Parties agree to amend Appendix 6 by memorandum of agreement subject to~~



1 ~~ratification by each Party’s process for amending the Appendix.~~

2 ~~——— 2. The Parties agreed to add a new section to Appendix 6, New Employee Probation,~~
3 ~~pursuant to Section 3.4. The Parties agree that Section 3.4 is subject to discussion and modification,~~
4 ~~in whole or in part, in the LMC. Any modification of Section 3.4 will be by memorandum of~~
5 ~~agreement and subject to ratification by each Party’s process for amending the Appendix.~~

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8 ~~International Brotherhood of Teamsters Local 117:~~

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11 ~~John Scearcy~~
~~Secretary Treasurer~~

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14 ~~For King County:~~

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17 ~~Robert S. Railton~~
~~Labor Relations Manager~~
18 ~~Office of Labor Relations~~
~~King County Executive Office~~



ADDENDUM D

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

~~Subject: Collective Bargaining Agreement Extension~~

~~King County and the International Brotherhood of Teamsters, Local 117, have agreed to extend the terms and conditions of the July 1, 2014 to June 30, 2016 collective bargaining agreement as follows:~~

~~1. The collective bargaining agreement will be extended from July 1, 2016 to December 31, 2017.~~

~~2. The general wage increase for 2017 was two and one quarter percent (2.25%) which was effective on January 1, 2017 as provided under the Memorandum of Agreement addressing “Total Compensation” Coalition Bargaining 2017-2018 Budget. International Brotherhood of Teamsters Local 117:~~

John Searey
Secretary Treasurer

For King County:

Robert S. Railton
Labor Relations Manager
Office of Labor Relations
King County Executive Office