

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

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2 **Agreement Between King County**
3 **And**
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6

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

10 **ARTICLE 1: PURPOSE STATEMENT**

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

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

16 **Section 1.3** The CLA working condition provisions that do not apply to the bargaining unit
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
19 15), Contracting Out (CLA Article 16), TLT Positions (CLA Article 17), Job Posting (CLA Article
20 18), and Discipline and Sunset Clause (CLA Article 28), Layoff Task Force (CLA Article 38), Equal
21 Employment Opportunity (CLA Article 39), Waiver and Complete Agreement (CLA Article 46) and
22 Telecommuting (CLA Article 40) .

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

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

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

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

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

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

11 **Section 2.3 Payroll Deduction for Political Contributions - Democratic, Republican,**
12 **Independent Voter Education (D.R.I.V.E.)** The County agrees to deduct voluntary contributions

13 from the paycheck of all employees covered by this Agreement in accordance with the following:

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

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

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

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

27 **ARTICLE 3: RIGHTS OF MANAGEMENT**

28 **Section 3.1** The Union recognizes the prerogatives of the County to operate and manage its

1 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
2 terms and conditions of this Agreement.

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

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

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

24 **Section 3.4 New Employees Probation.**

25 **A.** The parties recognize the critical importance of obtaining the highest levels of
26 performance from employees and the need to provide substantive on-the-job experience, training and
27 mentoring to help new employees meet the mutually embraced requirement of high performance. In
28 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 10.

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

19 **ARTICLE 4: HOLIDAYS, ELIGIBILITY**

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

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

24 **ARTICLE 5: VACATION LEAVE**

25 **Section 5.1** Employees covered by this Labor Agreement shall be eligible for vacations with
26 pay as provided under CLA Articles 9 and 35, in addition to the below provision.

27 **Section 5.2 Vacation Use.** The County will give notice on or about July 1 of each year to
28 employees whose vacation accrual will exceed capped hours by the end of the year. Employees must

1 use vacation leave in excess of the maximum capped accrual amount on or before the last day of the
2 pay period that includes December 31 of each year; unless the employee has received approval in
3 accordance with County or Council policies and procedures to carry over excess vacation accrual into
4 the following year.

5 **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

27 **Section 6.6** Employees eligible to accrue leave and who have successfully completed at least
28 five years of County service and who retire as a result of length of service or who terminate by reason

1 of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an
2 amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the
3 employee's rate of pay in effect upon the date of leaving County employment, less mandatory
4 withholdings.

5 **Section 6.7** An employee must use all of their sick leave before taking unpaid leave for their
6 own health reasons. If the injury is compensable under the County's workers compensation program,
7 then the employee has the option to augment or not augment time loss payments with the use of
8 accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave
9 whether the particular leave would be paid or unpaid; but when an employee chooses to take paid
10 leave for family reasons, the employee may set aside a reserve of up to eighty (80) hours of accrued
11 sick leave. An employee who has exhausted all of their sick leave may use accrued vacation leave
12 before going on leave of absence without pay, if approved by their appointing authority.

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

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

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

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

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

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

26 **E.** An employee's temporary disability caused by or contributed to by pregnancy and
27 childbirth.

28 **F.** The employee's medical, ocular or dental appointments, provided that the

1 employee's supervisor has approved the scheduling of sick leave for such appointments.

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

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

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

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

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

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

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

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

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

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

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

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

28 **Section 6.11** An employee who returns from unpaid family or medical leave within the time

1 provided in this Article is entitled, subject to bona fide layoff provisions, to:

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

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

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

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

8 **ARTICLE 7: GENERAL LEAVES**

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

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

12 A. Vacation leave hours. Any comprehensive leave eligible employee may donate a
13 portion of their accrued vacation leave to another employee eligible for comprehensive leave
14 benefits. Such donation will occur upon written request to and approval of the donating director(s),
15 except that requests for vacation donation made for the purposes of supplementing the sick leave
16 benefits of the receiving employee shall not be denied unless approval would result in a hardship for
17 the Council.

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

23 **Section 7.4 Unpaid Leaves of Absence.**

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

26 B. **Long-Term Leaves of Absence.** The Supervisor may grant a request for a leave
27 of absence for a period longer than sixty (60) days with the favorable recommendation of the
28 applicable Manager. Long-Term leaves may be conditional or unconditional, with any conditions set

1 forth in writing at the time that the leave is approved.

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

10 **ARTICLE 8: WAGE RATES**

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

13 **Section 8.2 Step Increases.** Step increases shall be annual and effective January 1st of each
14 year, unless the employee did not meet expectations on their annual performance evaluation and was
15 placed on a performance improvement plan in the preceding year or is already at the top step of the
16 applicable pay range, in which case the employee shall remain at their current step.

17 **Section 8.3 General Wage Increases (GWI).** General wage increases will be provided
18 pursuant to the CLA.

19 **Section 8.4 Special District Assignment.** Bargaining unit members assigned in writing by
20 the County to provide ongoing support to a special district for more than thirty (30) days will receive
21 a five percent (5%) premium for as long as so assigned.

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

26 **ARTICLE 9: HOURS OF WORK**

27 **Section 9.1 Workweek.** The standard work week shall consist of forty (40) hours per week,
28 exclusive of lunch periods.

1 **Section 9.2 Workday.** The establishment of reasonable work schedules is vested within the
2 purview of the Council management and may be changed from time to time. The County agrees to
3 make a good faith effort to accommodate employees' requests for a 9-80 work schedule, or the
4 opportunity to routinely work remotely up to one day per pay period (collectively, Adjusted
5 Schedule), consistent with efficient and effective County operations.

6 **A.** At a minimum, individual employees considered eligible must be in good standing
7 related to work product, timeliness and performance goals for at least one year prior to the request.
8 Other considerations include, but are not limited to, the number of approved Adjusted Schedules, the
9 productivity and availability of the workgroup as a whole and how an Adjusted Schedule for one
10 individual may affect others' workload and quality of work. No request for an Adjusted Schedule
11 shall include a Council or Committee day out of the office. Additionally, the employer may
12 temporarily suspend an Adjusted Schedule due to episodic and/or unforeseen increases in Council
13 workload (e.g. biennial budget process, Comprehensive Plan, a significant special project or others).

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

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

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

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

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

1 **ARTICLE 10: GRIEVANCE PROCEDURE**

2 **Section 10.1** 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 Coalition Labor Agreement, Article 26. The employee’s selection is final.

14 **ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY**

15 The County and the Union shall not unlawfully discriminate against any individual employees
16 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,
17 sex, religion, national origin, religious belief, marital status, age, sexual orientation, gender identity,
18 political ideology, ancestry or disability. Allegations of unlawful discrimination shall not be a proper
19 subject for adjudication under the grievance arbitration procedure of Article 10 of this Agreement.
20 Grievances involving allegations of discrimination that are not resolved through the grievance
21 procedure of Article 10 may be referred by the grievant to the appropriate government agency.

22 **ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION**

23 **Section 12.1** The Employer and the Union agree that the public interest requires efficient and
24 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
25 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
26 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
27 duties, sick leave absence which is not bona fide, or other interference with County functions by
28 employees under this Agreement and should same occur, the Union agrees to take appropriate steps

1 to end such interference. Any concerted action by any employees in any bargaining unit shall be
2 deemed a work stoppage if any of the above activities have occurred.

3 **Section 12.2** Upon notification in writing by the County to the Union that any members of
4 the bargaining unit are engaged in a work stoppage, the Union shall immediately, in writing, order
5 such members to immediately cease engaging in such work stoppage and provide the County with a
6 copy of such order. In addition, if requested by the County, a responsible official of the Union shall
7 publicly order such members to cease engaging in such a work stoppage.

8 **Section 12.3** Any employee participating in such work stoppage or in other ways committing
9 an act prohibited in this article shall be considered absent without leave. The County may consider
10 such absence a resignation. Such employees are also subject to discharge, suspension, or other
11 disciplinary action.

12 **ARTICLE 13: WAIVER CLAUSE**

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

19 **ARTICLE 14: REDUCTION-IN-FORCE/LAYOFF REHIRES**

20 **Section 14.1** In the event the County determines that a layoff is necessary, the County shall
21 select the employee to be laid-off based upon the knowledge, skills and abilities of the employee, the
22 needs of the employer, and the performance of employees. In the event the application of these
23 factors results in two employees being substantially equal, seniority will be used as a tiebreaker. The
24 weight to be given these factors is within the reasonable discretion of the County, and may only be
25 overturned through the grievance procedure upon a showing that the County's determination was
26 arbitrary and capricious.

27 **Section 14.2** An employee that has been laid-off will be placed on a recall list for a period of
28 two (2) years from the date of layoff. In filling a vacant bargaining unit position, the County will

1 offer it to an employee on the recall list prior to hiring from the outside, assuming the employee on
2 the list is qualified for the position. In the event more than one employee on the recall list is qualified
3 for the position, the County may determine which employee will be offered the opening.

4 **ARTICLE 15: MISCELLANEOUS**

5 **Section 15.1. Automatic Vehicle Location System Use Policy.** The “Automatic Vehicle
6 Location System Use Policy”, as amended, shall apply to all employees with the following
7 modifications or additions:

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

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

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

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

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

28 F. All Public Disclosure Requests related to AVL data will be forwarded to public

1 disclosure officials of the department/division responsible for the particular vehicle, or that employs
2 the Union employee, for response pursuant to the department’s policies and procedures.

3 **Section 15.2 Union Access.** Authorized representatives of the Union may have reasonable
4 access to its bargaining unit members in County facilities for transmittal of information or
5 representation purposes before work, after work, during lunch breaks, or other regular breaks, or at
6 any reasonable time as long as the work of the County employees and services to the public are
7 unimpaired. Prior to contacting bargaining unit members in County facilities, such authorized agents
8 shall make arrangements with the Chief of Staff.

9 **Section 15.3 Safety and Health.** In the event an employee discovers or identifies an unsafe
10 condition, the employee will immediately notify the supervisor. Employees will not be disciplined
11 for reporting unsafe conditions. No employee shall be required to use equipment which is unsafe, or
12 to work in an unsafe environment.

13 **Section 15.4 Job Related Training.** The County will pay all fees and travel expenses for
14 required job-related training, as approved by the Employer. This includes necessary release time that
15 is preapproved.

16 **Section 15.5 Employee Access.** The employee may examine the employee’s personnel file.
17 Employees upon request may receive one copy from their personnel file copied at no cost. Material
18 relating to job performance or personal character will be provided to the employee prior to placement
19 in the personnel file. The employee may challenge the propriety of including it in the file, and/or
20 submit the employee’s own documentation to be attached to the challenged material. Employees may
21 request to have materials that reflect favorably on their performance or character included in their
22 personnel file.

23 **Section 15.6. Public Disclosure Request.** As provided under CLA Article 19. Additionally,
24 an employee whose personnel file is subject to a public disclosure demand will be notified of the
25 demand on a timely basis, as provided in the King County Personnel Records Management
26 Guidelines.

27 **Section 15.7 Union Representation.** In the event the Employer requires an employee to
28 attend a meeting for purposes of questioning an employee with respect to an incident which may lead

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

4 **ARTICLE 16: CLASSIFICATIONS**

5 **Section 16.1** The determination of which classification an employee will be placed will be
6 made by the County. While job duties and responsibilities will be the primary factor determining the
7 appropriate classification for employees, it is also recognized that the Employer may retain what it
8 deems to be an appropriate distribution of employees in each classification. As per Article 3,
9 management can initiate a reclassification or approve an employee's requested classification at any
10 time.

11 **Section 16.2** An employee may initiate a reclassification request as follows: After an
12 employee has been in a classification for three (3) years, and if there has been a significant and
13 material change in the duties and responsibilities of the employee, and that the change is permanent
14 rather than temporary, the employee may file a request with the Chief of Staff (other employee
15 designated by the Council) to be reclassified into the next higher classification. The three (3) year
16 requirement shall not apply to a bargaining unit member who has been designated as a committee
17 lead, however, all other requirements shall continue to apply. The request must include supporting
18 documentation in a format to be approved by the King County Council. The Chief of Staff (other
19 employee designated by the Council) will have sixty (60) days to review the request and respond to
20 the employee.

21 **Section 16.3** In the event the employee is not satisfied with the determination of the Chief of
22 Staff (other employee designated by the Council), the employee may file an appeal, in writing, to the
23 Chair of the King County Council's Employment Committee, with a copy to the Chief of Staff (other
24 employee designated by the Council). The Chief of Staff (other employee designated by the Council)
25 will thereafter request that the King County Department of Human Resources conduct a review of the
26 employee's job duties, and responsibilities, and make a recommendation on whether a re-
27 classification is appropriate. The recommendation, and supporting material, will be provided to the
28 King County Council's Employment Committee. The Committee will have thirty (30) days to review

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

15 **Section 16.4** The County may initiate a review of the classification of an employee to
16 determine whether the job duties and responsibilities of the position should result in the employee
17 being reduced to a lower classification. The review shall be conducted by Human Resources. The
18 review and recommendation, and supporting material, will be provided to the King County Council's
19 Employment Committee. The Committee will have thirty (30) days to review the recommendation
20 and make a determination. In the event the employee is not satisfied with the decision of the
21 Employment Committee, or if the Employment Committee is unable to resolve the matter, it may be
22 appealed to the full King County Council. While the County may not appeal the determination of the
23 Council, the employee may pursue the matter through the grievance procedure.

24 **Section 16.5** Resulting pay in regards to a reclassification is as provided under CLA Article
25 14.2.

26 **ARTICLE 17: PENSION**

27 **Section 17.1** Effective January 5, 2013, the County shall pay \$1.50 (one dollar and fifty
28 cents) to the Western Conference of Teamsters Pension Trust Fund ("the Trust") on account of each

1 member of the bargaining unit for every hour for which compensation was paid, said amounts to be
2 computed monthly.

3 **Section 17.2** All bargaining unit employees shall have their wage rate reduced by the amount
4 of the County’s contribution on the employee’s behalf.

5 **Section 17.3** There shall be no contribution to the Trust for cash outs of vacation, sick leave,
6 or any other accrued leaves upon an employee’s separation from employment with King County.

7 **Section 17.4** The parties agree that Memorandum of Agreements 000U0211 “Agreement
8 regarding employee participation in the Western Conference of Teamsters Pension Trust” and
9 000U0110_Local 117 “Uniform standards for establishment and administration of Western
10 Conference of Teamsters Pension Trust accounts established through collective bargaining
11 agreements with Teamsters Local 117” shall remain in full force and effect during the term of this
12 Agreement and are hereby incorporated by reference.

13 **Section 17.5** In the event the Western Conference of Teamsters should impose any penalty or
14 surcharge on hourly contributions, all such amounts shall be paid by the Employer, with an
15 equivalent payroll deduction made to the wages specified in this Agreement.

16 **ARTICLE 18: LABOR MANAGEMENT COMMITTEE**

17 **Section 18.1** A Labor-Management Committee (LMC) will be established for the Legislative
18 Analysts. The purpose of the LMC is to provide continuing communication between the parties and
19 to promote constructive labor-management relations. The LMC will meet, discuss, and exchange
20 information of a group nature and general interest to both parties.

21 **Section 18.2** The County and the Union will be responsible for the selection of their own
22 representatives. All LMC meetings will be scheduled on mutually acceptable dates and times. The
23 County will release Union (employee) representatives to attend LMC meetings. Employees attending
24 LMC meetings during their work time will have no loss in pay.

25 For International Brotherhood of Teamsters Local 117:

26 DocuSigned by:

27 
28 **John Searcy**

Secretary-Treasurer

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For King County:

DocuSigned by:


Sasha P. Alessi

Labor Manager
Office of Labor Relations

1 cba Code: 454

Union Code: F15

2 ADDENDUM A

3

4 Classification Title	King County Squared 5 Table Range
6 Legislative Analyst	65
7 Senior Legislative Analyst	72
8 Principal Legislative Analyst	76
9 Senior Principal Legislative Analyst	79
Supervising Legislative Analyst I	81

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ADDENDUM B PERFORMANCE APPRAISAL PROCESS



King County

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.

Supervisor Evaluation. 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.

Evaluation of Performance Goals. 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

ADDENDUM B

PERFORMANCE APPRAISAL PROCESS

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.

ADDENDUM B PERFORMANCE APPRAISAL PROCESS

<input type="checkbox"/> Did not meet expectations of job description		
<input type="checkbox"/> PIP prepared		
EMPLOYEE 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

ADDENDUM B PERFORMANCE APPRAISAL PROCESS

	LA Grade 62	SLA Grade 72	PLA Grade 76	SPLA Grade 79	Sup1 Grade 81
General	<p>Reliable; consistent attendance and punctuality.</p> <p>Beginning to understand the elements of policy group mission of high-quality, nonpartisan analysis and overall conduct, and integrate coaching feedback toward implementing those actions.</p> <p>Able to complete routine assignments independently and objectively.</p> <p>Integrates team feedback to provide the highest quality in all work.</p>	<p>Reliable; consistent attendance and punctuality.</p> <p>Actions generally show understanding of, and commitment, to policy group mission of high-quality, nonpartisan analysis and overall conduct.</p> <p>Conducts work independently and objectively.</p> <p>Integrates team feedback to provide the highest quality in all work.</p>	<p>Reliable; consistent attendance and punctuality.</p> <p>Actions consistently show understanding of, and commitment to, policy group mission of high-quality, nonpartisan analysis and overall conduct.</p> <p>Models independent and objective work.</p> <p>Consistently provides feedback to teams and integrates team feedback to provide the highest quality in all work.</p>	<p>Reliable; consistent attendance and punctuality.</p> <p>Actions consistently show understanding of, commitment to, and leading others to achieve policy group mission of high-quality, nonpartisan analysis and overall conduct.</p> <p>Models and supports others in independently and objectively conducting work.</p> <p>Consistently provides feedback to teams, and models and supports teams in demonstrating the highest quality in all work.</p>	<p>Reliable; consistent attendance and punctuality.</p> <p>Actions consistently show understanding of, commitment to, and leading others to achieve policy group mission of high-quality, nonpartisan analysis and overall conduct.</p> <p>Models and supports others in independently and objectively conducting work.</p> <p>Consistently provides feedback to teams, and models and supports teams in demonstrating the highest quality in all work.</p>
Complexity of Assignments <i>Factors to assess the complexity of assignments include:</i>	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,	Conducts qualitative and quantitative analysis of legislation and issues that are less or are not complicated or controversial,	Conducts qualitative and quantitative analysis of legislation and issues that are the most complicated or controversial and can lead a team on these	Conducts qualitative and quantitative analysis of legislation and issues that are the most complicated or controversial and can lead a team on these

ADDENDUM B PERFORMANCE APPRAISAL PROCESS

	LA Grade 62	SLA Grade 72	PLA Grade 76	SPLA Grade 79	Sup1 Grade 81
<ul style="list-style-type: none"> • <i>Number of amendments, including whether there are competing or confidential amendments;</i> • <i>Degree of interest among various councilmembers (e.g., number of councilmembers sponsoring amendments);</i> • <i>Technical difficulty – legal documents and attachments (not including pro forma attachments);</i> • <i>Significant public impact and/or legal risks;</i> • <i>Procedural complexity, including mandatory referrals and notice requirements;</i> • <i>Multitude of policy goals/options and competing interests among councilmembers,</i> 	<p>Demonstrates over time increasing ability to conduct qualitative and quantitative analysis of legislation and issues that are not complicated or controversial, with little support/supervision.</p>	<p>independently and with some support/supervision.</p> <p>Demonstrates over time increasing ability to conduct qualitative and quantitative analysis of legislation and issues that are more complicated or controversial, usually as part of a team or with support/supervision.</p>	<p>independently and with minimal support/supervision.</p> <p>Demonstrates over time increasing ability to conduct qualitative and quantitative analysis of legislation and issues that are more complicated or controversial, and can lead a team on these issues with minimal support/supervision.</p> <p>Ability to lead qualitative and quantitative analysis and research on a policy issues with prior knowledge in that issue area.</p>	<p>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 perspectives to further the work of the team.</p> <p>Initiates leading qualitative and quantitative analysis and research on a broad range of policy issues with little to no prior knowledge in that issue area.</p> <p>Ability to lead qualitative and quantitative analysis and research on a policy issues without prior knowledge in that issue area.</p> <p>Ability to assess the complexity of legislation and issues and provides input to supervisors on assignment of</p>	<p>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 perspectives to further the work of the team.</p> <p>Initiates leading qualitative and quantitative analysis and research on a broad range of policy issues with little to no prior knowledge in that issue area.</p> <p>Ability to lead qualitative and quantitative analysis and research on a policy issues without prior knowledge in that issue area.</p> <p>Collaborate with other supervisors to assess the complexity of legislation and issues and manages assignment of</p>

ADDENDUM B PERFORMANCE APPRAISAL PROCESS

	LA Grade 62	SLA Grade 72	PLA Grade 76	SPLA Grade 79	Sup1 Grade 81
<i>executive, other countywide electeds and/or other elected officials in regional committees.</i>				legislation and issues to ensure optimal performance for the legislative analyst team.	legislation and issues to other analysts to ensure optimal performance for the legislative analyst team.
Legislative Processes and Analysis	<p>Beginning to understand analytical and legislative processes.</p> <p>Working toward finding the sweet spot of "just enough" analysis and developing intuition for identifying policy issues.</p>	<p>Generally understands analytical and legislative processes.</p> <p>Getting a sense for "just enough" analysis and has a good and evolving intuition for identifying policy issues and options.</p> <p>If serving as a committee lead, understands and can communicate procedural requirements to Councilmembers.</p>	<p>Understands well and is very comfortable with analytical and legislative processes, and contributes to improvements to these processes based on lessons learned.</p> <p>Strong sense for when analysis is complete and strong intuition for identifying policy issues and options.</p> <p>In-depth knowledge of and can communicate procedural requirements to Councilmembers.</p>	<p>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.</p> <p>Consistently strong sense for when analysis is complete and strong intuition for identifying policy issues and options.</p> <p>Considerable knowledge of and can communicate procedural requirements to Councilmembers.</p>	<p>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 processes.</p> <p>Consistently strong sense for when analysis is complete and strong intuition for identifying policy issues and options.</p> <p>Considerable knowledge of and can communicate procedural requirements to Councilmembers.</p>

ADDENDUM B PERFORMANCE APPRAISAL PROCESS

	LA Grade 62	SLA Grade 72	PLA Grade 76	SPLA Grade 79	Sup1 Grade 81
Writing and Presenting	<p>Requires substantive support during staff report and presentation development. Building skills in writing staff reports and issue papers.</p> <p>With practice and support/supervision, able to provide briefings that effectively convey relevant information. Several progressively improving iterations are expected.</p>	<p>Develops staff reports and presentations without support, except for more complicated and controversial legislation.</p> <p>Able to provide briefings that effectively convey relevant information. A small number of progressively improving iterations are expected.</p>	<p>Develops staff reports and presentations without support. Good flow and cohesion in reporting. Complete staff reports that need little editing without multiple iterations.</p> <p>Consistently strong briefings that effectively convey relevant information.</p> <p>Able to effectively convey policy nuances in writing and during briefings for controversial issues while maintaining neutrality.</p>	<p>Develops staff report and presentations without support. Complete staff reports that need minimal editing.</p> <p>Provides a model to others that effectively convey relevant information during briefings.</p> <p>Able to effectively convey policy nuances in writing and during briefings for controversial issues while maintaining neutrality.</p>	<p>Develops staff report and presentations without support. Complete staff reports that need minimal editing.</p> <p>Provides a model to others that effectively convey relevant information during briefings.</p> <p>Able to effectively convey policy nuances in writing and during briefings for controversial issues while maintaining neutrality.</p>
Mentoring, Supervision, and Training	<p>Takes full advantage of supervision and teaching, including from supervisor, committee leads, and other more experienced colleagues.</p>	<p>Requires less supervision.</p> <p>Requires coaching to build on individual strengths and opportunities.</p>	<p>Requires relatively little supervision.</p> <p>Requires some coaching on individual strengths and opportunities.</p> <p>Mentors others in the legislative branch when opportunities are available.</p>	<p>Requires minimal supervision but is receptive to feedback on adhering to work related best practices.</p> <p>Consistently mentors others in the legislative branch and proactive in seeking</p>	<p>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.</p> <p>Collaborate with other supervisors to manage assignment of</p>

ADDENDUM B PERFORMANCE APPRAISAL PROCESS

	LA Grade 62	SLA Grade 72	PLA Grade 76	SPLA Grade 79	Sup1 Grade 81
			Able to lead a team collaboratively and delegate tasks in an effective manner on complex and/or controversial legislation.	opportunities to mentor others. Able to lead a team collaboratively and delegate tasks in an effective manner on the most complex and/or controversial legislation.	legislation and workload of analysts. 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. Collaborative whether serving as the lead on an issue or as part of a team. Amplifies the good work of others.	Creates a positive team and office atmosphere and escalates issues that detract from a positive 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.	Creates a positive team and office atmosphere and takes steps to/actively seeks to resolve issues that detract from a positive 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.

ADDENDUM B PERFORMANCE APPRAISAL PROCESS

	LA Grade 62	SLA Grade 72	PLA Grade 76	SPLA Grade 79	Sup1 Grade 81
Relationships with Legislative Branch Colleagues	<p>Builds positive relationships with district staff, legal counsel, the committee assistants and the clerks staff.</p> <p>With support/supervision, consult with/brief legislative branch colleagues on an issue.</p> <p>Able to maintain neutrality on issues on which the Council is deliberating.</p>	<p>Builds positive relationships with district staff, Councilmembers, legal counsel, the committee assistants and the clerks staff.</p> <p>Learning when to consult with/brief legislative branch colleagues on an issue. May need support/supervision in consulting/briefing colleagues.</p> <p>Able to maintain neutrality on issues on which the Council is deliberating.</p> <p>Building credibility with legislative branch colleagues.</p>	<p>Builds positive relationships with district staff, Councilmembers, legal counsel, the committee assistants and the clerks staff.</p> <p>Understands when to consult with/brief legislative branch colleagues on an issue. Little to no support/supervision in consulting/briefing colleagues.</p> <p>Able to maintain neutrality on issues on which the Council is deliberating.</p> <p>High degree of credibility with legislative branch colleagues.</p>	<p>Builds positive relationships with district staff, Councilmembers, legal counsel, the committee assistants, and the clerks staff.</p> <p>Understands when to consult with/brief legislative branch colleagues on an issue. No support/supervision in consulting/briefing colleagues.</p> <p>Able to maintain neutrality on issues on which the Council is deliberating.</p> <p>Highest degree of credibility with legislative branch colleagues.</p>	<p>Builds positive relationships with district staff, Councilmembers, legal counsel, the committee assistants and the clerks staff.</p> <p>Understands when to consult with/brief legislative branch colleagues on an issue. No support/supervision in consulting/briefing colleagues.</p> <p>Able to maintain neutrality on issues on which the Council is deliberating.</p> <p>Highest degree of credibility with legislative branch colleagues.</p>

ADDENDUM B PERFORMANCE APPRAISAL PROCESS

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

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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 requests for work schedule adjustments shall not be unreasonably denied.

C. Nothing in this agreement alters the Employer’s ability to receive and consider

an ad hoc remote work or adjusted schedule request.

ADDENDUM E

BY AND BETWEEN

KING COUNTY

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

REPRESENTING LEGISLATIVE ANALYSTS

Subject: KCLB Employee and Resource Policies

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

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

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

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

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

Certificate Of Completion

Envelope Id: EBA257AF77804829BE107D0DA7550F50	Status: Completed
Subject: Please DocuSign: Coalition Labor Agreement (CLA) - Appendix for 454 - 454CLAC0122.pdf	
Source Envelope:	
Document Pages: 34	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 97.113.85.23

Record Tracking

Status: Original	Holder: Carolyn Coleman	Location: DocuSign
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Storage Appliance Status: Connected	Pool: King County-King County Executive Office-Office of Labor Relations	Location: DocuSign

Signer Events

John Searcy
 docusign@teamsters117.org
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 70.98.106.242

Timestamp

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 Signed: 7/13/2022 3:54:12 PM

Electronic Record and Signature Disclosure:

Accepted: 7/13/2022 3:53:49 PM
 ID: 2fbf082f-91da-441d-8f36-1f30a8d45b2f

Sasha Alessi
 Sasha.Alessi@kingcounty.gov
 Labor Relations Negotiator
 King County Executive Department- OLR
 Security Level: Email, Account Authentication (None)



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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/12/2022 9:13:43 AM
Certified Delivered	Security Checked	7/13/2022 4:45:16 PM
Signing Complete	Security Checked	7/13/2022 4:45:45 PM
Completed	Security Checked	7/13/2022 4:45:45 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmcconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmcconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.