

Master Labor Agreement (MLA) - Appendix 6
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Legislative Analysts - King County Council
[454]

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1 **Master Labor Agreement (MLA) - Appendix 6**

2 **Agreement Between King County**

3 **And**

4 **International Brotherhood of Teamsters Local 117**

5 **Legislative Analysts - King County Council**

6 **[454]**

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

11 **ARTICLE 1: PURPOSE STATEMENT**

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

15 **Section 1.2** The Master Labor Agreement (MLA) wage provision that does not apply to the
16 bargaining is FMLA (MLA Article 11.1).

17 **Section 1.3** The MLA working conditions that do not apply to the bargaining unit are:
18 Unpaid Leaves of Absence (MLA Article 3), Supported Employment Program (MLA Article 13),
19 Reclassification and Resulting Pay (MLA Article 14, except Section 14.1.2), Special Duty (MLA
20 Article 15), Contracting Out (MLA Article 16), TLT Positions (MLA Article 17), Job Posting (MLA
21 Article 18), and Discipline and Sunset Clause (MLA Article 28).

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

25 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

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

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

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

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

26 The Union will indemnify, defend and hold the County harmless against any claims made and
27 against any suit instituted against the County on account of any check-off of dues for the Union. The
28 Union agrees to refund to the County any amounts paid to it in error on account of the check-off

1 provision upon presentation of proper evidence thereof.

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

6 **Section 2.5** Failure by an employee to satisfy the requirements of Section 2.2 shall constitute
7 cause for dismissal; provided that King County has no duty to act until the Union makes a written
8 request for discharge and verifies that the employee received written notification of the delinquency
9 including the amount owing, the method of calculation, and notification that non-payment after a
10 period of no less than seven (7) days will result in discharge by the County. A copy of each written
11 notification shall be mailed to the County concurrent with its mailing to the employee.

12 **Section 2.6 Union Notification.** Pursuant to MLA Article 20.

13 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

27 **Section 3.3 Discipline and Discharge.** The parties recognize the critical importance of
28 obtaining the highest levels of performance from unit employees, and thus have mutually embraced a

1 requirement of high performance. The Union and the employees also agree upon the County's need
2 to ensure employees fully comply with all rules, policies and practices of the County. As such, while
3 the suspension, demotion and discharge of employees who are not on probation is subject to just
4 cause, these standards and expectations shall be the baseline for any such determination.

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

10 **Section 3.4 New Employees Probation.**

11 A. The parties recognize the critical importance of obtaining the highest levels of
12 performance from employees and the need to provide substantive on-the-job experience, training and
13 mentoring to help new employees meet the mutually embraced requirement of high performance. In
14 keeping with these standards, the Employer can terminate the employment of new employees at any
15 time during the orientation/training or probation period(s) except for the limited reason set forth in
16 Subparagraph B herein. Employees who are terminated during the orientation/training or probation
17 period(s) do not have recourse under Article 11.

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

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

27 **Section 3.5 Payroll System.** The right to define and implement a new payroll system,
28 including but not limited to a biweekly payroll system, is vested exclusively in King County.

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

4 **Section 3.6 Work Assignments.** In order to avoid work jurisdiction disputes, and to ensure
5 that work is performed in the most efficient and appropriate manner, the County retains the right to
6 make all work assignments, including the determination of whether work will be assigned to
7 bargaining unit members or other County employees, and to reassign work into or out of the
8 bargaining unit. Provided, however, no bargaining unit employees will be laid-off due to a decision
9 by the County to assign work historically performed by bargaining unit employees outside the
10 bargaining unit, prior to exhausting the statutory obligation to bargain.

11 **ARTICLE 4: HOLIDAYS, ELIGIBILITY**

12 **Section 4.1** Employees covered by this Labor Agreement shall be eligible for holidays with
13 pay as provided under MLA Article 10, except as modified below.

14 **Section 4.2 Holiday Bank.** Employees will bank Veteran's Day to be used the day before
15 New Year's Day.

16 **ARTICLE 5: VACATION LEAVE**

17 **Section 5.1** Employees covered by this Labor Agreement shall be eligible for vacations with
18 pay as provided under MLA Articles 9 and 35, with the below additions.

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

25 **ARTICLE 6: SICK LEAVE**

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

28 **Section 6.2** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for each

1 hour in regular pay status excluding overtime up to a maximum of eight (8) hours per month.

2 Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee
3 is not entitled to sick leave if not previously earned.

4 **Section 6.3** During the first six (6) months of service in a leave eligible position, employees
5 eligible to accrue vacation leave may, at the Supervisor's discretion, use any accrued days of vacation
6 leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave
7 eligible position, any vacation leave used for sick leave must be reimbursed to the County upon
8 termination.

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

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

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

24 **Section 6.7** An employee must use all of his or her sick leave before taking unpaid leave for
25 his or her own health reasons. If the injury is compensable under the County's workers compensation
26 program, then the employee has the option to augment or not augment time loss payments with the
27 use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the
28 leave whether the particular leave would be paid or unpaid; but when an employee chooses to take

1 paid leave for family reasons, he or she may set aside a reserve of up to eighty (80) hours of accrued
2 sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation
3 leave before going on leave of absence without pay, if approved by his or her appointing authority.

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

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

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

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

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

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

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

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

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

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

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

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

28 **2.** the family member is the employee's spouse or domestic partner, the

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

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

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

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

11 c. the care of a family member who suffers from a serious health
12 condition.

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

15 **Section 6.9 King County Family and Medical Leave (KCFML).** As provided under MLA
16 Article 11.2., Subsections A, B and C.

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

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

21 A. the same position he or she held when the leave commenced; or

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

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

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

27 **ARTICLE 7: GENERAL LEAVES**

28 **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 7.4 Donated Leaves.** As provided under MLA Article 6 with the below addition.

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

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

27 **Section 7.6 Jury Duty.**

28 Any employee eligible for leave benefits who is ordered on a jury shall be entitled to his or

her regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services. Employees shall report back to their work supervisor when dismissed from jury service.

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

Section 7.8 Unpaid Leaves of Absence.

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

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

Section 7.9 Supplemental Leave. Employees covered by this Agreement may be granted up to ten (10) days of Supplemental Leave per calendar year, at the discretion of management, in recognition of workload obligations that require employees to work substantially in excess of the standard workweek on major bodies of work and pursuant to the Supplemental Leave Policy dated April 12, 1999. Supplemental leave shall be exhausted prior to the use of vacation leave. Supplemental leave may be used any time throughout the calendar year, provided that the employee and management specifically agree on the supplemental leave dates. There will be no cash out or carryover of unused Supplemental Leave to the following year.

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 at the pay ranges and steps as shown in attached Addendum "A."

Section 8.2 Step Increases. Step increases shall be annual and effective January 1st of each year, unless the employee received a performance evaluation of "minimally qualified" or lower for the preceding year or is already at the top step of the applicable pay range, in which case the employee shall remain at his or her current step.

Section 8.3 General Wage Increases (GWI). The GWI for 2018 is as provided under the

Memorandum of Agreement addressing “Total Compensation” Coalition Bargaining 2017-2018 Budget.

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

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

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

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

ARTICLE 9: INSURED BENEFITS, HRA AND VEBA

As provided under MLA Article 25.

ARTICLE 10: HOURS OF WORK

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

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

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

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

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

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

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

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

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

17 **ARTICLE 11: GRIEVANCE PROCEDURE**

18 **Section 11.1** The parties agree to the grievance procedure as provided under MLA Article 26,
19 with the following modifications.

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

24 **B. Election of Remedies.** An employee who is covered by this Agreement has access
25 either to the grievance procedure herein, or the grievance procedure provided the Council
26 Employment and Administration Committee. Selection of one procedure will preclude access to the
27 other to resolve the grievance. Selection must be made at the conclusion of STEP 1 of the procedure
28 set forth by the Employment and Administration Committee or at the conclusion of STEP 2 of the

1 grievance procedure in the Master Labor Agreement, Article 26. The employee's selection is final.

2 **ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY**

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

10 **ARTICLE 13: SAVINGS CLAUSE**

11 As provided under MLA Article 30.

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

13 **Section 14.1** The Employer and the Union agree that the public interest requires efficient and
14 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
15 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
16 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
17 duties, sick leave absence which is not bona fide, or other interference with County functions by
18 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
19 to end such interference. Any concerted action by any employees in any bargaining unit shall be
20 deemed a work stoppage if any of the above activities have occurred.

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

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

1 disciplinary action.

2 **ARTICLE 15: WAIVER CLAUSE**

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

9 **ARTICLE 16: REDUCTION-IN-FORCE/LAYOFF REHIRS**

10 **Section 16.1** In the event the County determines that a layoff is necessary, the County shall
11 select the employee to be laid-off based upon the knowledge, skills and abilities of the employee, the
12 needs of the employer, and the performance of employees. In the event the application of these
13 factors results in two employees being substantially equal, seniority will be used as a tiebreaker. The
14 weight to be given these factors is within the reasonable discretion of the County, and may only be
15 overturned through the grievance procedure upon a showing that the County's determination was
16 arbitrary and capricious.

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

22 **ARTICLE 17: PAST PRACTICE**

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

27 **ARTICLE 18: MISCELLANEOUS**

28 **Section 18.1 Union Leave.** As provided under MLA Article 22.

1 **Section 18.2 Reimbursement for Personal Transportation.** As provided under MLA
2 Article 24.

3 **Section 18.3 Use of County Bulletin Boards and & Electronic Devices.** As provided
4 under MLA Article 23.

5 **Section 18.4 Union Engagement.** As provided under MLA Article 21.

6 **Section 18.5 Union Access.** Authorized representatives of the Union may have reasonable
7 access to its members in County facilities for transmittal of information or representation purposes
8 before work, after work, during lunch breaks, or other regular breaks, or at any reasonable time as
9 long as the work of the County employees and services to the public are unimpaired. Prior to
10 contacting members in County facilities, such authorized agents shall make arrangements with the
11 Chief of Staff.

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

16 **Section 18.7 Transportation Benefits.** As provided under MLA Article 38.

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

20 **Section 18.9 Professional Development.** As provided under MLA Article 12.

21 **Section 18.10 Employee Access.** The employee may examine the employee's personnel file.
22 Employees upon request may receive one copy from their personnel file copied at no cost. Material
23 relating to job performance or personal character will be provided to the employee prior to placement
24 in the personnel file. The employee may challenge the propriety of including it in the file, and/or
25 submit the employee's own documentation to be attached to the challenged material. Employees may
26 request to have materials that reflect favorably on their performance or character included in their
27 personnel file.

28 **Section 18.11. Public Disclosure Request.** As provided under MLA Article 19.

1 Additionally, an employee whose personnel file is subject to a public disclosure demand will be
2 notified of the demand on a timely basis, as provided in the King County Personnel Records
3 Management Guidelines.

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

9 **ARTICLE 19: CLASSIFICATIONS**

10 **Section 19.1** The determination of which classification an employee will be placed will be
11 made by the County. While job duties and responsibilities will be the primary factor determining the
12 appropriate classification for employees, it is also recognized that the Employer may retain what it
13 deems to be an appropriate distribution of employees in each classification. As per Article 3,
14 management can initiate a reclassification or approve an employee's requested classification at any
15 time.

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

26 **Section 19.3** In the event the employee is not satisfied with the determination of the Chief of
27 Staff (other employee designated by the Council), the employee may file an appeal, in writing, to the
28 Chair of the King County Council's Employment Committee, with a copy to the Chief of Staff (other

1 employee designated by the Council). The Chief of Staff (other employee designated by the Council)
2 will thereafter request that the King County Department of Human Resources conduct a review of the
3 employee's job duties, and responsibilities, and make a recommendation on whether a re-
4 classification is appropriate. The recommendation, and supporting material, will be provided to the
5 King County Council's Employment Committee. The Committee will have thirty (30) days to review
6 the recommendation and make a determination. In the event the employee is not satisfied with the
7 decision of the Employment Committee, the matter may be appealed to the full King County Council.
8 The decision of the Council may only be appealed through a non-binding fact-finding process. In
9 order to initiate the fact finding process, the Union must provide the written notice to the County
10 within fourteen (14) calendar days of the Council's decision. If the parties are unable to agree upon a
11 fact-finder, they will request a panel from the Public Employment Relations Commission. The fact-
12 finder will be charged with making a non-binding recommendation to the parties on whether the
13 employee's classification should be changed, consistent with the above criteria. The fact-finding
14 process shall be determined by the fact-finder, and will be conducted fairly and expeditiously. Prior
15 to issuing a formal recommendation, the fact finder will meet informally with the parties to inform
16 them of his or her findings. Thereafter, the parties will have two (2) weeks to attempt to reach an
17 agreement. If no agreement is reached, the fact finder shall issue his or her non-binding decision.
18 The cost of the fact-finder shall be borne equally by the parties, while any other costs shall be the
19 responsibility of the party incurring them.

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

1 **Section 19.5** Resulting pay in regards to a reclassification is as provided under MLA Article
2 14.1.2.

3 **ARTICLE 20: PENSION**

4 **Section 20.1** Effective January 5, 2013, the County shall pay \$1.50 (one dollar and fifty
5 cents) to the Western Conference of Teamsters Pension Trust Fund (“the Trust”) on account of each
6 member of the bargaining unit for every hour for which compensation was paid, said amounts to be
7 computed monthly.

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

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

12 **Section 20.4** The parties agree that Memorandum of Agreements 000U0211 “Agreement
13 regarding employee participation in the Western Conference of Teamsters Pension Trust” and
14 000U0110_Local 117 “Uniform standards for establishment and administration of Western
15 Conference of Teamsters Pension Trust accounts established through collective bargaining
16 agreements with Teamsters Local 117” shall remain in full force and effect during the term of this
17 Agreement and are hereby incorporated by reference.

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

21 **ARTICLE 21: LABOR MANAGEMENT COMMITTEE**

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

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

1 **ARTICLE 22: DURATION**

2 As provided under MLA Article 31.

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4 APPROVED this 13 day of MARCH, 2018.

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8 By: Dow Const L
9 King County Executive

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14 John Searcy
15 John Searcy
16 Secretary-Treasurer
17 International Brotherhood of Teamsters Local 117
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ADDENDUM A
International Brotherhood of Teamsters Local 117
King County Council Legislative Analysts
King County Council Wage Table

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		
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



King County

Metropolitan King County Council

PERFORMANCE APPRAISAL PROCESS FOR COMMITTEE STAFF

EVALUATIVE FORMS & INSTRUCTIONS

The performance appraisal process is envisioned as being dynamic and iterative. Supervisors are expected to routinely communicate with employees, leading to quarterly assessment of the progress the employee is making against goals. This process involves three different steps and forms: (1) Employee Performance Plan [EPP], (2) Performance Evaluation Report [PER] and (3) Supplemental Information – Performance Review Input Form.

Employee Performance Plan [EPP]: The Performance Plan is a dynamic document which is reviewed at least quarterly between the supervisor and employee. The EPP should be completed in the following way:

1. Part I – DUTY DESCRIPTION: The initial step in the process is for the supervisor and employee to meet and review the job description. If an employee is working out of their assigned classification, this should be discussed and noted at this time. Also, if an employee has special duties or key assignments this should be noted.
2. Part II – PERFORMANCE STANDARDS: At quarterly meetings the supervisor and employee shall discuss the employee's performance against the goals and targets previously developed for their position. The supervisor should discuss with the employee areas of excellence or areas of concern with regard to each of the various performance standards for the position. The supervisor is only required to fill out and numerically score each category once annually for the yearly performance review.
3. Part III – EMPLOYEE TARGET DATES & GOALS: The supervisor and employee should mutually discuss and agree to several goals and target dates. A stretch goal should be included within the agreed upon goals. *At least quarterly* the supervisor will be required to meet with the employee to review progress towards goals. When goals or targets need to be reconsidered both the supervisor and employee will initial and date the changes in this section. This is similar to the concept used by the Council in prior years wherein staff completed "Employee Input Forms".

ADDENDUM B

4. **Part IV – SIGNATURES:** This part of the document requires a signature of the employee, supervisor and a “senior rater”, which in most cases will be the Chief of Staff. Please note that there is a new element inserted here which is input provided to the supervisor and employee. In addition to the supervisor [Rating Official] it requires “quality assurance” from a Senior Rater which is the Policy Staff Director and provides a multi-dimensional view of performance. This is an accountability measure designed to ensure that at each level of the evaluation, there is recognition or acknowledgement of the negotiated goals and targets which helps to mitigate performance misunderstandings. In cases where the supervisor and employee cannot agree on target dates and goals, the Policy Staff Director may assist by joining in the discussion. In some instances there may be another tier of accountability by providing for an Intermediate Rater or Councilmember letter input into the review as well.

Performance Evaluation Report [PER]: Once, annually, the supervisor and employee will work together to complete a PER. This is the yearly review on the performance of an employee.

PART I – ADMINISTRATIVE DATA: The supervisor completes this section, which covers the background information on the position description and notes any special duty assignments of the employee’s job.

PART II – AUTHENTICATION: The supervisor inserts the names of the Rater, Intermediate Rater, and Senior Rater. Each of these, along with the employee [Ratee] signs this section at the conclusion of the review. Note that while the goal of this process is to have a collaborative process, the employee need not agree with the review. The employee is acknowledging the elements contained within the review. If an employee is in disagreement with the rater, the employee may submit a statement on a SUPPLEMENTAL INFORMATION-PERFORMANCE REVIEW INPUT FORM which is to be attached to the PER explaining the disagreement. Additionally, the employee may use the form if they wish to discuss specific points of agreement.

PART III – PERFORMANCE EVALUATION: This section requires a numerical ranking of the performance of the employee. The basis of this ranking shall be contained in the PER – Section V as well as the ratings and information from the EPP, Sections II and III. The same criteria will be used by any of the three potential raters.

PART IV – KING COUNTY VALUES: The King County Council adopted values via the *Council’s Operational Strategic Plan 2011-2015*. This section is a measure of the employee’s performance in meeting organizational values and is completed by the rater, and reviewed by the intermediate and senior raters. By emphasizing its values, the Council enjoins individual performance to align with its corporate commitment to the public. The supervisor should note areas of excellence or areas in need of improvement in this section. If the supervisor, in this section, cites an area of concern with regard to following one or more of the Council’s values, the supervisor needs to include specific examples.

ADDENDUM B

PART V – RATER EVALUATION: The immediate supervisor completes this section based upon the employee's ability to meet negotiated goals and target dates and how well the employee meets the performance standards for the position. This section should include achievements or accomplishments of the employee as well as areas needed for improvement.

PART VI – INTERMEDIATE RATER: Where an intermediate rater is involved, the intermediate rater would complete this section in conjunction with conversations with both the supervising and senior rater. The intermediate rater's views would be calculated into the performance evaluation [PER Section III].

PART VII – SENIOR RATER: The Policy Staff Director will act as the Senior Rater. The Senior Rater is responsible for providing input and ensuring that performance reviews is accomplished in a fair and consistent manner. The Senior Rater would mark the overall rating imported from PER PART III. Then, in the box provided would indicate how many other staff received each of the five possible ratings. The purpose of this is to show how the employee's performance falls within the overall performance of others in the organization.

Performance Standard Approach and Philosophy

The primary purpose of the performance appraisal process is to provide employees with feedback on their performance. One goal of the process is that the feedback be provided in a consistent manner using common standards of performance that are appropriate for the position being evaluated. This performance process will help employees understand how their performance is perceived by their supervisor and other raters in comparison to their established goals, duties and performance standards and in comparison to their peers.

However because the performance evaluation process is designed to provide quarterly feedback to employees, it also will be a tool to help poor performing employees improve their performance and to help fully successful employees become even better. Supervisors will have the opportunity and expectation to mentor employees so that everyone is given the chance to reach their full potential. Proper implementation of this new performance appraisal process will greatly benefit the Council as an institution and help us all serve the public even more effectively. The evaluation tool will identify areas of strength, areas for improvement, opportunities for training and professional development, and goals for future growth and progress.

Under normal circumstances, most employees will receive a Fully Successful rating. Individual employee ratings will be based upon the employee's documented performance in meeting the Performance Standards, their Targets and Goals, in meeting the Council's values (Part IV of the Evaluation Form) and on letter input from Councilmembers. Under normal circumstances employees will receive a fully successful rating. This is a significant change in an organization that has previously given an "above-standards" rating to the majority of employees. It is important to understand that this evaluative approach is a

ADDENDUM B

different model. Using a broader range of performance ratings including a quantitative rating as well as feedback from other individuals familiar with the employees work, it provides a richer view of performance. To help the reader better understand that range, term definitions are provided below.

Definition of Terms

Outstanding (5): Always exceeds expectations; highly collegial - always goes the "extra mile" to meet customer needs; actively looks to partner with others; serves as a role model for others to follow; virtually never allows work to slip through the cracks; anticipates challenges and tackles them well in advance of a problem developing; assertively seeks ways to continuously improve; presents coming challenges to superiors and affected colleagues and includes options to tackle them;; always volunteering to help others; an employee who consistently does the right thing even when that is difficult; a world class employee who would be considered in the top five percent to ten percent (5%-10%) of the workforce.

A score of **5** reflects that the employee clearly exceeds performance standards for the position responsibilities at least ninety-five percent (95%) of the time.

Highly successful (4): Usually exceeds expectations; almost always goes the extra mile to meet customer needs; is collegial - looks to partner with others and frequently does so on his/her own; usually serves as a role model for others to follow because of his/her positive demeanor; usually anticipates challenges and most of the time stays ahead of the issues; looks for ways to improve areas of expertise; usually identifies and presents coming challenges including options to tackle them and coordinates the fixes with almost no guidance; volunteers when needed; almost always keeps management in the loop to minimize surprises; a great employee who would exceed expectations most of the time. As much as twenty percent (20%) of the workforce might fall into this category.

A score of **4** represents that the employee clearly exceeds performance standards for the position responsibilities and completes targets and goals at least eighty-five percent (85%) of the time.

Fully successful [Meets Standards] (3): Performs all duties as assigned; can be relied on to deliver high quality work on almost all occasions; regularly partners with others; anticipates challenges most of the time and rarely has to play catch-up; when directed takes on additional duties; regularly informs management of issues or concerns; a good employee who does his/her assigned duties. Employees achieving this rating are considered to have done very well during the review period and are considered to fully meet all expectations. Most employees will be rated in this category.

A score of **3** indicates that the employee fully meets all performance standards and targets and goals for the position responsibilities at least seventy percent (70%) of the time.

ADDENDUM B

Minimally successful [Below Standards] (2): Rarely meets expectations, objectives or goals; frequently has to be told what to do; hasn't quite grasped the primary duties/responsibilities of his/her position; background data needed to make decisions or complete a job is not often gathered; frequently has to be counseled; final product/service needs extensive work or revision; limited collegiality.

A score of 2 requires examples of how performance does not meet performance standards for the position responsibilities and/or does not complete targets and goals. Requires a minimum one hundred-twenty (120) days Performance Improvement Plan (PIP).

Unsatisfactory [Below Standards] (1): Has not accomplished goals, does not meet the most minimal of expectations; lacks collegiality, must consistently be told what to do; does not data or fact check, individual has had two (2) or more counseling sessions and is on a Performance Improvement Plan [PIP].

A score of 1 reflects failure to meet performance standards and virtually no accomplishments of targets and goals, individual has had two (2) or more counseling sessions and is on a PIP but not making progress.

Not applicable (0): Element does not apply to a particular position

REVIEW CYCLE

The Council is implementing the performance appraisal process in a manner designed to ensure supervisory commitment to Employee Performance Plans as well one-hundred percent (100%) completion of Performance Evaluation Reports. To that end, the legislative analyst and committee assistant teams will be evaluated on a July 1 to June 30 annual cycle.

CC: Councilmembers
Legislative Analyst and Committee Assistant teams

Attachments:

King County Council – Performance Plan

King County Council – Performance Evaluation Report

Supplemental Information – Performance Review Input Form

Employee Performance Plan

454MLAC0117 Performance Evaluation Goals

PART III – KING COUNTY VALUES

Collaboration: Achieve greater results through collaborative engagement in the work of the county

Equity: Provide all people with access to a good quality of life

Responsiveness: Committed to addressing the concerns and priorities of our constituents

Trust: Achieves the priorities of the County through transparent decisions and actions

Stewardship: Effective, efficient, financially prudent and innovative steward of the public's resources

PART IV – EMPLOYEE GOALS & TARGET DATES

Goals	Target Date
Goal 1	
Goal 2	
Goal 3	
Goal 4	
Goal 5 (Training and Development)	

PART V – SIGNATURES

	Signature	Date
Employee		
Rating Official		
Intermediate Rater <i>(Optional)</i>		
Senior Rater		

KING COUNTY COUNCIL Performance Evaluation Report PART I – ADMINISTRATIVE DATA			
NAME <i>(Last, First, Middle Initial)</i>		POSITION TITLE, PAY PLAN, RANGE AND GRADE	
ORGANIZATION		REASON FOR SUBMISSION <input type="checkbox"/> ANNUAL <input type="checkbox"/> SPECIAL <input type="checkbox"/> INTERIM	
PERIOD COVERED FROM THRU		RATED MOS.	RATEE COPY <i>(Check one and date)</i> <input type="checkbox"/> GIVEN TO RATEE <input type="checkbox"/> FORWARDED TO RATEE
PART II – EVALUATION - PERFORMANCE STANDARDS <i>(Rater)</i>			
A. <u>ACCOMPLISHMENT OF JOB REQUIREMENTS</u>			Score ____
B. <u>QUANTITY OF WORK</u>			Score ____
C. <u>PUNCTUALITY, DEPENDABILITY AND RELIABILITY</u>			Score ____
D. <u>WORKING RELATIONSHIPS WITH MEMBERS, STAFF AND THE PUBLIC</u>			Score ____
E. <u>JOB KNOWLEDGE AND TECHNICAL COMPETENCE</u>			Score ____
F. <u>COMMUNICATION AND PRESENTATION INITIATIVE AND IMAGINATION IN PERFORMANCE OF JOB</u>			Score ____
G. <u>ISSUE RECOGNITION AND OPTIONS IDENTIFICATION WITHIN THE SCOPE OF THE POSITION</u>			Score ____
H. <u>MEETS WORK DEADLINES</u>			Score ____
FOR SUPERVISORY POSITIONS ONLY:			
I. <u>ORGANIZATIONAL MANAGEMENT AND LEADERSHIP</u>			Score ____
J. <u>SOCIAL JUSTICE/EQUAL EMPLOYMENT OPPORTUNITY</u>			Score ____
PART III – EVALUATION - COUNCIL VALUES <i>(Rater)</i>			
A. Collaboration			Score ____
B. Equity			Score ____
C. Responsiveness			Score ____
D. Trust			Score ____
E. Stewardship			Score ____
PART IV – EVALUATION - PERFORMANCE GOALS			
Goal 1:			Score ____
Goal 2:			Score ____
Goal 3:			Score ____
Goal 4:			Score ____
Goal 5:			Score ____

PART V – RATER EVALUATION

BULLET EXAMPLES

(Cross Reference Performance Plan and evaluation ratings - Should include achievements and areas for improvement.)

PART VI - INTERMEDIATE RATER *(if appropriate)*

BULLET COMMENTS

PART VII – SENIOR RATER

BULLET COMMENTS

PART VIII – OVERALL PERFORMANCE RATING		
Performance Standards:		Score: ____
Council Values:		Score: ____
Performance Goals:		Score: ____
Overall Rating:		Overall Score: ____
PART IX – AUTHENTICATION		
NAME OF RATER <i>(Last, First, Middle Initial)</i>	SIGNATURE	DATE
NAME OF INTERMEDIATE RATER <i>(Optional) (Last, First, Middle Initial)</i>	SIGNATURE	DATE
NAME OF SENIOR RATER <i>(Last, First, Middle Initial)</i>	SIGNATURE	DATE
RATEE: I understand my signature does not constitute agreement or disagreement with the evaluations of the Rater and Senior Rater, and merely verifies Part I and Part III data.	SIGNATURE OF RATEE	DATE

KING COUNTY COUNCIL

**EMPLOYEE PERFORMANCE PLAN
PERFORMANCE EVALUATION REPORT**

SUPPLEMENTAL INFORMATION - PERFORMANCE REVIEW INPUT FORM

Name:
Position:
Review Period:

This form may be used by the Supervisor [Rater] to discuss additional information regarding the Employee's evaluation or by the Employee to discuss specific points of agreement or disagreement with his/her evaluation.

Employee	Signature	Date
Rating Official	Signature	Date
Senior Rater	Signature	Date

ADDENDUM C
MEMORANDUM OF AGREEMENT
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 (MLA) and to Appendix 6 of the MLA representing Legislative Analysts working for the King County Council.

2. Under the MLA, the Legislative Branch has the authority to bargain working conditions. Pursuant to that authority, the Parties have bargained to adopt some, but not all, MLA 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.

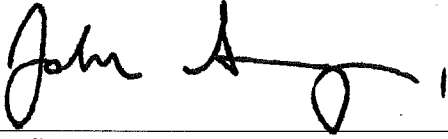
Agreements:

1. The Parties agree to use the LMC to explore the following MLA working conditions that have not been adopted under Appendix 6: Reclassification and Resulting Pay (MLA Article 14, except 14.1.2), Special Duty (MLA Article 15), Contracting Out (MLA Article 16), TLT Positions (MLA Article 17), Job Posting (MLA Article 18) and Working Out of Class (Non-Superseding MLA 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 ratification by each Party's process for amending the Appendix.

2. The Parties agreed to add a new section to Appendix 6, New Employee Probation, pursuant to Section 3.4. The Parties agree that Section 3.4 is subject to discussion and modification, in whole or in part, in the LMC. Any modification of Section 3.4 will be by memorandum of

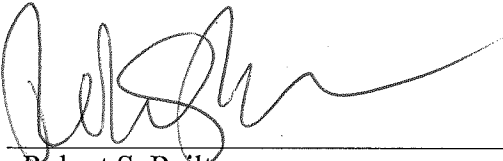
1 agreement and subject to ratification by each Party's process for amending the Appendix.
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4 International Brotherhood of Teamsters Local 117:

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7 John Searcy
8 Secretary-Treasurer
9

10 For King County:

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13 Robert S. Railton
14 Labor Relations Manager
15 Office of Labor Relations
16 King County Executive Office
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1 **ADDENDUM D**

2 **MEMORANDUM OF AGREEMENT**
3 **BY AND BETWEEN**
4 **KING COUNTY**
5 **AND**
6 **INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117**
7 **REPRESENTING LEGISLATIVE ANALYSTS**

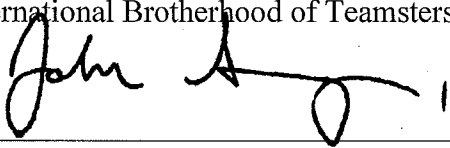
8 **Subject: Collective Bargaining Agreement Extension**

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

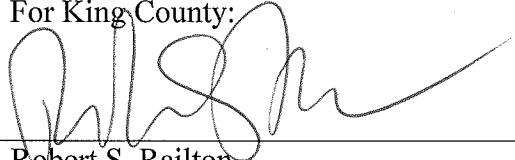
12 1. The collective bargaining agreement will be extended from July 1, 2016 to December 31,
13 2017.

14 2. The general wage increase for 2017 was two and one quarter percent (2.25%) which was
15 effective on January 1, 2017 as provided under the Memorandum of Agreement addressing "Total
16 Compensation" Coalition Bargaining 2017-2018 Budget.

17
18 International Brotherhood of Teamsters Local 117:

19 
20 _____
21 John Searcy
22 Secretary-Treasurer

23 For King County:

24 
25 _____
26 Robert S. Railton
27 Labor Relations Manager
28 Office of Labor Relations
King County Executive Office