



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19619

Proposed No. 2023-0198.1

Sponsors Upthegrove

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and the International Brotherhood of Teamsters
4 Local 117 representing employees in the King County
5 Office of the Ombuds; and establishing the effective date of
6 the agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and the International Brotherhood of Teamsters Local 117 representing
10 employees in the King County Office of the Ombuds, which is Attachment A to this
11 ordinance, is hereby approved and adopted by this reference made a part hereof.


Ordinance 19619

12 SECTION 2. Terms and conditions of the agreement shall be effective from
13 January 1, 2023, through and including December 31, 2024.

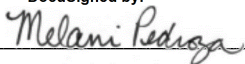
Ordinance 19619 was introduced on 5/16/2023 and passed by the Metropolitan King County Council on 5/23/2023, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 6/1/2023, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Agreement Between King County and International Brotherhood of Teamsters Local 117, Office of the Ombuds

Coalition Labor Agreement (CLA) - Appendix for 467

Agreement Between King County

And

International Brotherhood of Teamsters Local 117

Office of the Ombuds - King County Council

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE STATEMENT..... 1

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

ARTICLE 3: RIGHTS OF MANAGEMENT AND WORKLOAD 2

ARTICLE 4: VACATION LEAVE..... 5

ARTICLE 5: SICK LEAVE 5

ARTICLE 6: GENERAL LEAVES..... 8

ARTICLE 7: WAGE RATES..... 10

ARTICLE 8: HOURS OF WORK 10

ARTICLE 9: GRIEVANCE PROCEDURE 11

ARTICLE 10: EQUAL EMPLOYMENT OPPORTUNITY 11

ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION 11

ARTICLE 12: WAIVER CLAUSE 12

ARTICLE 13: REDUCTION-IN-FORCE/LAYOFF REHIRES 12

ARTICLE 14: MISCELLANEOUS 13

ARTICLE 15: CLASSIFICATIONS 15

ARTICLE 16: PENSION 17

ARTICLE 17: LABOR MANAGEMENT COMMITTEE 17

ADDENDUM A: WAGE ADDENDUM

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

4 **ARTICLE 1: PURPOSE STATEMENT**

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

8 **Section 1.2** The Coalition Labor Agreement (CLA) superseding articles that do not apply to
9 the bargaining unit are: Unpaid Leaves of Absence (CLA Article 3), FMLA (CLA Article 11.1),
10 Supported Employment Program (CLA Article 13), Reclassification and Resulting Pay (CLA Article
11 14, except Section 14.2), Special Duty (CLA Article 15), Contracting Out (CLA Article 16), TLT
12 Positions (CLA Article 17), Job Posting (CLA Article 18), Discipline and Sunset Clause (CLA
13 Article 28), Sick Leave (CLA Article 34), Layoff Task Force (CLA Article 38), Equal Employment
14 Opportunity (CLA Article 39), and Telecommuting (CLA Article 40).

15 **Section 1.3** The CLA non-superseding articles that do not apply to the bargaining unit are:
16 Safety Gear and Equipment Allowance (CLA Article 42), After Hours Support (CLA Article 43),
17 Working Out of Class (CLA Article 37), and Waiver and Complete Agreement (CLA Article 46).

18 **Section 1.4** The CLA Memoranda of Agreement that do not apply to the bargaining unit are
19 regarding Longevity Pay/Incentive Pay for Administrative Support Classifications and Cross-
20 Jurisdictional Special Duty Assignments.

21 **Section 1.5** The Parties recognize that certain titles utilized within the CLA may need to be
22 changed to reflect the Office of the Ombuds’ reporting structure.

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

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

27 **Section 2.2** The County will transmit to the Union a current listing of all employees in the
28 bargaining unit within thirty (30) days of the Union’s request for such a list, not to exceed twice per

1 calendar year. For all employees performing bargaining unit work, the list shall include the name of
2 the employee, classification, department and salary.

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

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

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

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

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

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

19 **ARTICLE 3: RIGHTS OF MANAGEMENT AND WORKLOAD**

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

23 **Section 3.2** The County shall have the right to discipline and discharge employees, and the
24 right to layoff employees for lack of work or funds, as part of a reorganization, for the occurrence of
25 conditions beyond the control of the County, or when such continuation of work would be wasteful
26 and unproductive. The County shall further have the right to hire employees and establish
27 probationary periods for new hires, appoint, promote, train, assign, appraise employee performance,
28 contract work and direct the workforce; develop and modify classification specifications, allocate

1 positions to those classifications, determine work schedules, schedule overtime work, and to establish
2 the methods and processes by which work is performed, the right to establish reasonable rules; and
3 the right to take whatever actions are necessary in emergencies in order to assure the proper
4 functioning of the Council.

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

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

16 **Section 3.4 New Employees Probation.**

17 A. The parties recognize the critical importance of obtaining the highest levels of
18 performance from employees and the need to provide substantive on-the-job experience, training and
19 mentoring to help new employees meet the mutually embraced requirement of high performance. In
20 keeping with these standards, the County can terminate the employment of new employees at any
21 time during the orientation/training or probation period(s) except for the limited reason set forth in
22 Subparagraph B herein. Employees who are terminated during the orientation/training or probation
23 period(s) do not have recourse under Article 9.

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

27 C. Following the ninety (90) calendar days orientation/training period, the employee
28 shall begin to serve a ninety (90) calendar days probation period. The County may, at its discretion,

1 extend the probation period up to an additional ninety (90) calendar days. If the probation period is
2 extended, the County will notify the employee and the Union of its decision to extend the
3 probationary period prior to the end of the first probation period. The County may waive the term of
4 the extended probation period at any time.

5 **Section 3.5 Work Assignments.** The County retains the right to make all work assignments,
6 including the determination of how work will be assigned to bargaining unit members.

7 **Section 3.6 Contracting Out.** The County will endeavor to reach mutual agreement with the
8 Union prior to any reassignment of work historically performed by this bargaining unit to employees
9 outside of the bargaining unit. No bargaining unit employee will be laid-off due to a decision by the
10 County to assign work historically performed by bargaining unit employees outside the bargaining
11 unit.

12 **Section 3.7 Workload Review.**

13 **A.** Any bargaining unit member who is not on involuntary paid administrative leave
14 may request and receive a workload review to address workload/assignments, training/skills
15 development, and work efficiency. Employees of the bargaining unit may request workload reviews
16 at any time, provided it has been at least six (6) months since the conclusion of any prior workload
17 review.

18 **B.** Workload review requests will be made to the Ombuds Director. An initial
19 meeting to review the employee's workload as described below shall occur with the Ombuds Director
20 within thirty (30) days. Within five (5) business days following the meeting, the parties shall
21 endeavor to adopt a mutually agreeable follow-up plan. In the absence of a mutually agreed plan, the
22 parties shall have a check in meeting within thirty (30) days of the original meeting.

23 **C.** The employee may request that another Teamster or shop steward from their
24 agency be involved in the process.

25 **D.** The goal of the workload review is to assess workloads with the objective of
26 making the assignments as balanced and sustainable as possible, as appropriately resourced as
27 possible, and supportive of success for the employee and the agency.

1 E. A request for or a pending workload review will not be a basis to impose or not
2 impose employee discipline.

3 F. The workload review process does not guarantee a change of workload.

4 **Section 3.8 Vacant Positions.** Management shall fill vacant positions as expeditiously as
5 possible. Should there be a decision to not fill a vacant position, the parties shall discuss the impacts
6 of such decision at a Labor Management Committee meeting.

7 **ARTICLE 4: VACATION LEAVE**

8 **Section 4.1** Employees covered by this Labor Agreement shall be eligible for vacations with
9 pay as provided under CLA Articles 9 and 32, in addition to the below provision.

10 **Section 4.2 Vacation Scheduling.** The director/designee shall be responsible for
11 establishing a vacation schedule that maximizes employee vacation opportunities while achieving the
12 efficient functioning of the unit.

13 **ARTICLE 5: SICK LEAVE**

14 **Section 5.1** Employees covered by this Labor Agreement shall be eligible for sick leave
15 benefits as provided by King County Code 3.12.220, as amended.

16 **Section 5.2** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for each
17 hour in regular pay status excluding overtime up to a maximum of 3.6928 hours per biweekly pay
18 period. Employees shall accrue sick leave from their date of hire in a leave-eligible position. The
19 employee is not entitled to sick leave if not previously earned.

20 **Section 5.3** During the first six (6) months of service in a leave-eligible position, employees
21 eligible to accrue vacation leave may, at the director/designee’s discretion, use any accrued days of
22 vacation leave as an extension of sick leave, unless such use is guaranteed by Washington State law.
23 If an employee does not work a full six (6) months in a leave-eligible position, any vacation leave
24 used for sick leave must be reimbursed to the County upon termination, unless otherwise prohibited
25 by Washington State Law.

26 **Section 5.4** There shall be no limit to the hours of sick leave benefits accrued by an eligible
27 employee.

1 **Section 5.5** Separation from or termination of County employment except by reason of
2 retirement or layoff due to lack of work, funds, efficiency reasons or separation for nondisciplinary
3 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or
4 termination. Should the employee resign, be separated for non-disciplinary medical reasons or be
5 laid off and return to County employment within two (2) years, accrued sick leave shall be restored;
6 provided, that such restoration shall not apply where the former employment was in a term-limited
7 position.

8 **Section 5.6** Employees eligible to accrue leave and who have successfully completed at least
9 five (5) years of County service and who retire as a result of length of service or who terminate by
10 reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable,
11 an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by
12 the employee's rate of pay in effect upon the date of leaving County employment, less mandatory
13 withholdings.

14 **Section 5.7** An employee must use all of their sick leave before taking unpaid leave for their
15 own health reasons. If the injury is compensable under the County's workers compensation program,
16 then the employee has the option to augment or not augment time loss payments with the use of
17 accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave
18 whether the particular leave would be paid or unpaid; but when an employee chooses to take paid
19 leave for family reasons, the employee may set aside a reserve of up to eighty (80) hours of accrued
20 sick leave. An employee who has exhausted all of their sick leave may use accrued vacation leave
21 before going on leave of absence without pay, if approved by their appointing authority.

22 **Section 5.8** Accrued sick leave shall be used for the following reasons:

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

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

27 An employee injured on the job may not simultaneously collect sick leave and
28 worker's compensation payments in a total amount greater than the regular pay of the employee;

1 though an employee who chooses not to augment their worker's compensation time loss pay through
2 the use of sick leave shall be deemed on unpaid leave status;

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

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

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

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

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

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

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

16 **1.** The employee has been employed by the County for twelve (12) months or
17 more and has worked a minimum of one thousand forty hours (1,040) in the preceding twelve (12)
18 months;

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

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

24 **a.** The birth of a son or daughter and care of the newborn child, or
25 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
26 within twelve (12) months of the birth, adoption or placement;

1 b. The care of the employee’s child or child of the employee’s spouse
2 or domestic partner whose illness or health condition requires treatment or supervision by the
3 employee; or

4 c. The care of a family member who suffers from a serious health
5 condition.

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

8 **Section 5.9 King County Family and Medical Leave (KCFML).** As provided under CLA
9 Article 11.2., Subsections A, B and C.

10 **Section 5.10** The County shall continue its contribution toward health care during any unpaid
11 leave taken under Section 5.9.

12 **Section 5.11** An employee who returns from unpaid family or medical leave within the time
13 provided in this Article is entitled, subject to bona fide layoff provisions, to:

- 14 A. The same position the employee held when the leave commenced; or
- 15 B. A position with equivalent status, benefits, pay and other terms and conditions of
- 16 employment; and
- 17 C. The same seniority accrued before the date on which the leave commenced.

18 **Section 5.12** Failure to return to work by the expiration date of the leave of absence may be
19 cause for removal and result in termination of the employee from County service.

20 **ARTICLE 6: GENERAL LEAVES**

21 **Section 6.1** Employees covered by this Labor Agreement shall be eligible for the following
22 paid leave benefits:

23 **Section 6.2 Donated Leaves.** As provided under CLA Article 6 with the below addition.

- 24 **A. Vacation leave hours.** Any comprehensive leave-eligible employee may donate a
- 25 portion of their accrued vacation leave to another employee eligible for comprehensive leave
- 26 benefits. Such donation will occur upon written request to and approval of the donating director(s),
- 27 except that requests for vacation donation made for the purposes of supplementing the sick leave
- 28

1 benefits of the receiving employee shall not be denied unless approval would result in a hardship for
2 the Council.

3 **Section 6.3 Jury Duty.** Any comprehensive leave-eligible employee who is ordered on a
4 jury shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited,
5 exclusive of mileage, with the Finance and Business Operations Division of the Department of
6 Executive Services. Employees shall report back to their work supervisor when dismissed from jury
7 service.

8 **Section 6.4 Unpaid Leaves of Absence.**

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

11 **B. Long-Term Leaves of Absence.** The director/designee may grant a request for a
12 leave of absence for a period longer than sixty (60) days. Long-Term leaves may be conditional or
13 unconditional, with any conditions set forth in writing at the time that the leave is approved.

14 **Section 6.5 Supplemental Leave.** Employees covered by this Agreement may be granted up
15 to ten (10) days of Supplemental Leave per calendar year, at the discretion of management, in
16 recognition of workload obligations that require employees to work substantially in excess of the
17 standard workweek on major bodies of work and pursuant to the Supplemental Leave Policy dated
18 April 12, 1999. Supplemental leave shall be exhausted prior to the use of vacation leave.
19 Supplemental leave may be used any time throughout the calendar year, provided that the employee
20 and management specifically agree on the supplemental leave dates. There will be no cash out or
21 carryover of unused Supplemental Leave to the following year.

22 **ARTICLE 7: WAGE RATES**

23 **Section 7.1 Wage Rates.** The parties agree that the classification titles shall be compensated
24 at the pay ranges and steps as shown in attached Addendum “A.”

25 **Section 7.2 Step Increases.** Step increases shall be annual and effective January 1st of each
26 year unless such employee is already at the top step of the applicable pay range, in which case the
27 employee shall remain at their current step.

1 **Section 7.3 General Wage Increases (GWI).** General wage increases will be provided
2 pursuant to the CLA. As previously non-represented employees, all employees occupying
3 classifications listed in Addendum A have already received a General Wage Increase (GWI) and
4 retention bonus for 2023. As such, they will not be eligible for retroactive GWI increases or the CLA
5 sliding scale bonus upon ratification of this Agreement. The parties agree that there is no intent or
6 agreement to provide any compensation increase, bonus, or retroactive wage twice, and that
7 employees shall only receive the difference between what has already been received and what is still
8 pending for the bargaining unit.

9 **Section 7.4 Cell Phone Policy.** Members of the bargaining unit are eligible for a County
10 provided cell phone pursuant to the King County Council Cell Phone Policy.

11 **ARTICLE 8: HOURS OF WORK**

12 **Section 8.1 Workweek.** The standard work week shall consist of forty (40) hours per week,
13 exclusive of lunch periods.

14 **Section 8.2 Workday.** All employees shall have the option to routinely telework, consistent
15 with efficient and effective County operations and in a manner that affords maximum flexibility to
16 employees to address individual situations.

17 A. Employees may be expected to participate in person for business reasons and
18 communicate any individual circumstances to the Ombuds Director so accommodations can be made
19 as necessary. Employees will work with the Ombuds Director to determine whether additional in-
20 person work is required as circumstances arise.

21 B. Employees may request a modification to their work schedule at any time and
22 requests for work schedule adjustments shall not be unreasonably denied.

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

25 **ARTICLE 9: GRIEVANCE PROCEDURE**

26 **Section 9.1** The parties agree to the grievance procedure as provided under CLA Article 26,
27 with the following modifications.

1 A. Grievances shall be filed at STEP 2 with the Ombuds Director. STEP 3 grievances
2 shall be directed to the Employment and Administration Committee and placed on the agenda for the
3 next meeting. Such meeting shall begin the fifteen (15) calendar day period to meet with the Union
4 as described in STEP 3, subsection 1.

5 **B. Election of Remedies.** An employee who is covered by this Agreement has access
6 either to the grievance procedure herein, or the grievance procedure provided by the Council
7 Employment and Administration Committee. Selection of one procedure will preclude access to the
8 other to resolve the grievance. Selection must be made at the conclusion of STEP 2 of the grievance
9 procedure in the CLA, Article 26. The employee’s selection is final.

10 **ARTICLE 10: EQUAL EMPLOYMENT OPPORTUNITY**

11 The County and the Union shall not unlawfully discriminate against any individual employees
12 with respect to compensation, terms, conditions or privileges of employment by reason of sex, race,
13 color, national origin, religious affiliation, disability, sexual orientation, gender identity or
14 expression, age except by minimum age and retirement provisions, status as a family caregiver,
15 military status or status as a veteran who was honorably discharged or who was discharged solely as a
16 result of the person's sexual orientation or gender identity or expression. Allegations of unlawful
17 discrimination shall not be a proper subject for adjudication under the grievance arbitration procedure
18 of Article 9 of this Agreement. Grievances involving allegations of discrimination that are not
19 resolved through the grievance procedure of Article 9 may be referred by the grievant to the
20 appropriate government agency.

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

22 **Section 11.1** The County and the Union agree that the public interest requires efficient and
23 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
24 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
25 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
26 duties, sick leave absence which is not bona fide, or other interference with County functions by
27 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
28

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 11.2** 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 11.3** 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 12: 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 13: REDUCTION-IN-FORCE/LAYOFF REHIRS**

20 **Section 13.1** 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 County, and the performance of employees. In the event the application of these factors
23 results in two (2) 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 13.2** 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 14: MISCELLANEOUS**

5 **Section 14.1. 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 suspect 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 AVL data upon request before conducting an
24 investigatory interview, then the AVL data shall not be used as evidence in any manner related to
25 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.

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

4 **Section 14.2 Union Access.** Authorized representatives of the Union may have reasonable
5 access to its bargaining unit members in County facilities for transmittal of information or
6 representation purposes before work, after work, during lunch breaks, or other regular breaks, or at
7 any reasonable time as long as the work of the County employees and services to the public are
8 unimpaired. Prior to contacting bargaining unit members in County facilities, such authorized agents
9 shall make arrangements with the County.

10 **Section 14.3 Safety and Health.** In the event an employee discovers or identifies an unsafe
11 condition, the employee will immediately notify the supervisor. Employees will not be disciplined
12 for reporting unsafe conditions. No employee shall be required to use equipment which is unsafe, or
13 to work in an unsafe environment.

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

17 **Section 14.5 Employee Access.** The employee may examine the employee’s personnel file.
18 Employees upon request may receive one copy from their personnel file copied at no cost. Material
19 relating to job performance or personal character will be provided to the employee prior to placement
20 in the personnel file. The employee may challenge the propriety of including it in the file, and/or
21 submit the employee’s own documentation to be attached to the challenged material. Employees may
22 request to have materials that reflect favorably on their performance or character included in their
23 personnel file.

24 **Section 14.6. Public Disclosure Request.** As provided under CLA Article 19. Additionally,
25 an employee whose personnel file is subject to a public disclosure demand will be notified of the
26 demand on a timely basis, as provided in the King County Personnel Records Management
27 Guidelines.

1 **Section 14.7 Union Representation.** In the event the County requires an employee to attend
2 a meeting for purposes of questioning an employee with respect to an incident which may lead to
3 termination of that employee, should the employee desire Union representation in said matter, the
4 employee shall notify the County at that time and shall be provided a reasonable time to arrange for
5 Union representation.

6 **Section 14.8 Past Practice.** The parties agree that this Agreement will constitute the whole
7 and entire Agreement between the parties. Further, that any past practice which is not specifically
8 and expressly contained within the terms of this Agreement will be considered abolished and will no
9 longer be considered a precedent. This Section shall be removed from successor Agreements.

10 **ARTICLE 15: CLASSIFICATIONS**

11 **Section 15.1** The determination of which classification an employee will be placed will be
12 made by the County. While job duties and responsibilities will be the primary factor determining the
13 appropriate classification for employees, it is also recognized that the County may retain what it
14 deems to be an appropriate distribution of employees in each classification. As per Article 3,
15 management can initiate a reclassification or approve an employee’s requested classification at any
16 time.

17 **Section 15.2** An employee may initiate a reclassification request as follows: if there has been
18 a significant and material change in the duties and responsibilities of the employee, and that the
19 change is permanent rather than temporary, the employee may file a request with the Ombuds
20 Director (or other employee designated by the Council) to be reclassified into the next higher
21 classification. The request must include supporting documentation. The Ombuds Director (or other
22 employee designated by the Council) will have sixty (60) days to review the request and respond to
23 the employee. An employee is not eligible to submit a reclassification request if it has been less than
24 twelve (12) months since the placement in a classification or the date of a previous classification
25 determination.

26 **Section 15.3** In the event the employee is not satisfied with the determination of the Ombuds
27 Director, the employee may file an appeal, in writing, to the Chair of the King County Council’s
28 Employment Committee, with a copy to the Chief of Staff (or other employee designated by the

1 Council) and to the Ombuds Director. The Chief of Staff (or other employee designated by the
2 Council) will thereafter request that the Council Human Resources Manager 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 their 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 their non-binding decision. The
18 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 15.4** 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 Council Human
23 Resources. The review and recommendation, and supporting material, will be provided to the King
24 County Council's Employment Committee. The Committee will have thirty (30) days to review the
25 recommendation and make a determination. In the event the employee is not satisfied with the
26 decision of the Employment Committee, or if the Employment Committee is unable to resolve the
27 matter, it may be appealed to the full King County Council. While the County may not appeal the
28 determination of the Council, the employee may pursue the matter through the grievance procedure.

1 **Section 15.5** Resulting pay in regards to a reclassification is as provided under CLA Article
2 14.2.

3 **ARTICLE 16: PENSION**

4 **Section 16.1** Effective January 1, 2023, the County shall pay \$2.00 to the Western
5 Conference of Teamsters Pension Trust Fund (“the Trust”) on account of each member of the
6 bargaining unit for every hour for which compensation was paid, said amounts to be computed
7 monthly.

8 **Section 16.2** 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 16.3** 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 16.4** 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 16.5** 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 County, with an equivalent
20 payroll deduction made to the wages specified in this Agreement.


21 **ARTICLE 17: LABOR MANAGEMENT COMMITTEE**

22 **Section 17.1** A Labor-Management Committee (LMC) will be established for the bargaining
23 unit. The purpose of the LMC is to provide continuing communication between the parties and to
24 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 17.2** 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

1 County will release Union (employee) representatives to attend LMC meetings. Employees attending
2 LMC meetings during their work time will have no loss in pay.

3
4 For International Brotherhood of Teamsters Local 117:

5 DocuSigned by:
6 
7 EC2D56FA91EF49B...

8 John Scearcy
9 Secretary-Treasurer

10 For King County:

11 DocuSigned by:
12 
13 C04CBED66540E400...

14 Lacey O'Connell
15 Senior Labor Relations Negotiator
16 Office of Labor Relations
17
18
19
20
21
22
23
24
25
26
27
28

1 **cba Code: 467**

Union Code: F19

2 **ADDENDUM A**

3	4	5	6
Job Code	Classification Title	KCC Annual Schedule (40 hour workweek) Table Range Effective 1/1/2023 (final salary on KC Squared)	
6	007123	Assistant Tax Advisor III	61
7	007150	Deputy Ombuds	66
8	007151	Senior Deputy Ombuds	73
9	007152	Principal Deputy Ombuds	79
10	007153	Senior Principal Deputy Ombuds	82

11
12
13
14 In addition to the proposal of the new classification series above, existing bargaining unit
15 members shall move from their current classification to the new series as follows:

- 16 • Deputy Ombuds become Senior Deputy Ombuds
- 17 • Senior Deputy Ombuds become Principal Deputy Ombuds
- 18 • Senior Principal Deputy Ombuds becomes new position that may involve supervision

19
20 Pursuant to Article 15, bargaining unit members may request reclassification pursuant to the
21 Council reclass process after the parties have reached a Tentative Agreement. Pay upon
22 reclassification will be pursuant to the CLA Article 14.2.

23
24 All reclassifications will be based on step-for-step movement to their new classification.
25 Should the Council endeavor to create new classification specifications as a result of the new series,
26 the Union reserves its right to provide feedback and negotiate over the impacts of any new series.

Certificate Of Completion

Envelope Id: 9BE848E645AD4DB69D701317F216FBA5	Status: Completed
Subject: Complete with DocuSign: Ordinance 19619.docx, Ordinance 19619 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 20	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
5/24/2023 2:23:08 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

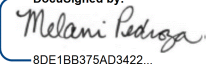
E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 67.160.80.216

Timestamp

Sent: 5/24/2023 2:24:04 PM
Resent: 5/25/2023 11:47:20 AM
Viewed: 5/25/2023 11:48:05 AM
Signed: 5/25/2023 11:48:26 AM

Electronic Record and Signature Disclosure:
Accepted: 5/25/2023 11:48:05 AM
ID: 39b8af6c-173b-40f9-bb1a-d10d9c007d56

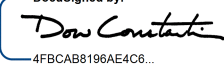
Melani Pedroza
melani.pedroza@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

8DE1BB375AD3422...
Signature Adoption: Uploaded Signature Image
Using IP Address: 198.49.222.20

Sent: 5/25/2023 11:48:28 AM
Viewed: 5/25/2023 11:50:43 AM
Signed: 5/25/2023 11:50:47 AM

Electronic Record and Signature Disclosure:
Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

4FBCAB8196AE4C6...
Signature Adoption: Uploaded Signature Image
Using IP Address: 198.49.222.20

Sent: 5/25/2023 11:50:49 AM
Viewed: 6/1/2023 5:09:42 PM
Signed: 6/1/2023 5:09:50 PM

Electronic Record and Signature Disclosure:
Accepted: 6/1/2023 5:09:42 PM
ID: a9e9edc2-a466-438f-860f-e6ff34171b36

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Kaitlyn Wiggins kwwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 5/25/2023 11:50:49 AM Viewed: 5/25/2023 12:36:23 PM
--	---	--

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	5/24/2023 2:24:04 PM
Certified Delivered	Security Checked	6/1/2023 5:09:42 PM
Signing Complete	Security Checked	6/1/2023 5:09:50 PM
Completed	Security Checked	6/1/2023 5:09:50 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (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-Department of 02:

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: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 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 cipriano.dacanay@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-Department of 02

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 cipriano.dacanay@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-Department of 02

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 cipriano.dacanay@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-Department of 02 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-Department of 02 during the course of your relationship with King County-Department of 02.