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1 Coalition Labor Agreement (CLA) - Appendix 454 2 **Agreement Between King County** 3 And **International Brotherhood of Teamsters Local 117** 4 5 **Legislative Analysts - King County Council** 6 7 These Articles constitute an Agreement, terms of which have been negotiated in good faith, between KING COUNTY ("the County") and TEAMSTERS LOCAL 117 ("the Union"). This 8 Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council. 9 10 ARTICLE 1: PURPOSE STATEMENT **Section 1.1** The purpose of this Agreement is to promote the continued improvement of the 11 relationship between King County and its employees represented by the Union. The articles of this 12 Agreement set forth the wages, hours and working conditions for the bargaining unit employees. 13 Section 1.2 The Coalition Labor Agreement (CLA) wage provision that does not apply to the 14 bargaining is FMLA (CLA Article 11.1). 15 Section 1.3 The CLA working condition provisions that do not apply to the bargaining unit 16 17 are: Unpaid Leaves of Absence (CLA Article 3), Supported Employment Program (CLA Article 13), 18 Reclassification and Resulting Pay (CLA Article 14, except Section 14.2), Special Duty (CLA Article 15), Contracting Out (CLA Article 16), TLT Positions (CLA Article 17), Job Posting (CLA Article 19 18), and Discipline and Sunset Clause (CLA Article 28), Layoff Task Force (CLA Article 38), Equal 20 21 Employment Opportunity (CLA Article 39), Waiver and Complete Agreement (CLA Article 46) and Telecommuting (CLA Article 40). 22 **Section 1.4** The CLA non-superseding articles that do not apply to the bargaining unit are: 23 Safety Gear and Equipment Allowance (CLA Article 32), After Hours Support (CLA Article 33), 24 25 Sick Leave (CLA Article 34), and Working Out of Class (CLA Article 37). Section 1.5 The CLA Memoranda of Agreement that do not apply to the bargaining unit are 26 regarding Longevity Pay/Incentive Pay for Administrative Support Classifications and Cross-27 28 Jurisdictional Special Duty Assignments.

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

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

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

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

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

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

time during the orientation/training or probation period(s) except for the limited reason set forth in Subparagraph B herein. Employees who are terminated during the orientation/training or probation period(s) do not have recourse under Article 10.

- **B.** New employees will begin their employment with an orientation/training period beginning on the first day of employment and expiring after ninety (90) calendar days. During the orientation/training period, new employees will not be discharged based on performance.
- C. Following the ninety (90) calendar days orientation/training period, the employee shall begin to serve a ninety (90) calendar days probation period. The Employer may, at its discretion, extend the probation period up to an additional ninety (90) calendar days. If the probation period is extended, the Employer will notify the employee and the Union of its decision to extend the probationary period prior to the end of the first probation period. The Employer may waive the term of the extended probation period at any time.
- Section 3.5 Work Assignments. The County retains the right to make all work assignments, including the determination of how work will be assigned to bargaining unit members. Any reassignment of work historically performed by this bargaining unit to employees outside of the bargaining unit shall require mutual agreement between the County and the Union. No bargaining unit employee will be laid-off due to a decision by the County to assign work historically performed by bargaining unit employees outside the bargaining unit.

#### ARTICLE 4: HOLIDAYS, ELIGIBILITY

- **Section 4.1** Employees covered by this Labor Agreement shall be eligible for holidays with pay as provided under CLA Article 10, in addition to the below provision.
- **Section 4.2 Holiday Bank.** Employees will bank Veteran's Day to be used the day before New Year's Day. Employees will bank Indigenous People's Day to be used on Boxing Day.

#### ARTICLE 5: VACATION LEAVE

- **Section 5.1** Employees covered by this Labor Agreement shall be eligible for vacations with pay as provided under CLA Articles 9 and 35, in addition to the below provision.
- **Section 5.2 Vacation Use.** The County will give notice on or about July 1 of each year to employees whose vacation accrual will exceed capped hours by the end of the year. Employees must

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- C. An employee who chooses to augment worker's compensation payments with the use of accrued sick leave shall notify the worker's compensation office in writing at the beginning of the leave;
  - **D.** Exposure to contagious diseases and resulting quarantine.
- **E.** An employee's temporary disability caused by or contributed to by pregnancy and childbirth.
  - **F.** The employee's medical, ocular or dental appointments, provided that the

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provided in this Article is entitled, subject to bona fide layoff provisions, to: **A.** The same position the employee held when the leave commenced; or **B.** A position with equivalent status, benefits, pay and other terms and conditions of employment; and C. The same seniority accrued before the date on which the leave commenced. Section 6.12 Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service. ARTICLE 7: GENERAL LEAVES Section 7.1 Employees covered by this Labor Agreement shall be eligible for the following paid leave benefits **Section 7.2 Donated Leaves.** As provided under CLA Article 6 with the below addition. **A.** Vacation leave hours. Any comprehensive leave eligible employee may donate a portion of their accrued vacation leave to another employee eligible for comprehensive leave benefits. Such donation will occur upon written request to and approval of the donating director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee shall not be denied unless approval would result in a hardship for the Council. Section 7.3 Jury Duty. Any comprehensive leave eligible employee who is ordered on a jury shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited, 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 7.4 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 7.5 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.

#### **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 did not meet expectations on their annual performance evaluation and was placed on a performance improvement plan in the preceding year or is already at the top step of the applicable pay range, in which case the employee shall remain at their current step.

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

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

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

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

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

**Section 9.2 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 workload (e.g. biennial budget process, Comprehensive Plan, a significant special project or others).

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

- **C.** All Adjusted Schedules shall be requested for approval annually by the Employer.
- **D.** In the event that the Employer makes a good faith determination to revoke the Adjusted Schedule, the Employer will provide four weeks' notice, absent exigent circumstances.
- E. An employee who is denied a request or who is subject to a revocation of an Adjusted Schedule shall have the right to appeal the denial, within ten (10) days to the Employment and Administration Committee, to be heard at one of the next two meetings of the Committee. The employee shall have the opportunity to present their request in person. The Committee shall sustain or reverse the decision, within thirty (30) days of the matter being presented to the committee. This timeline may be extended upon the request of the employer and shall not be unreasonably denied by the union. The decision of the Committee is final and not subject to Article 10 Grievance Procedure.
- **F.** Nothing in this agreement alters the Employer's ability to receive and consider an ad hoc remote work or adjusted schedule request.

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

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

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

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

#### ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY

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

#### ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

#### **ARTICLE 13: WAIVER CLAUSE**

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

#### ARTICLE 14: REDUCTION-IN-FORCE/LAYOFF REHIRES

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

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

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

#### ARTICLE 15: MISCELLANEOUS

- Section 15.1. Automatic Vehicle Location System Use Policy. The "Automatic Vehicle Location System Use Policy", as amended, shall apply to all employees with the following modifications or additions:
- **A**. AVL data will not constitute the sole documentation used to determine discipline imposed on an employee.
- **B**. Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions. Furthermore, should the County engage in a process whereby AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific route, vehicle and/or employee, then all relevant employees shall be so notified in advance.
- C. The County will not access such data for the purpose of disciplinary action unless there is a good faith reason to believe that an employee has committed an offense that could result in discipline. The County agrees not to request or view AVL data, absent any other evidence, for the purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action. (i.e., no fishing expeditions).
- **D**. If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the camera footage, AVL data, or card reader data upon request before conducting an investigatory interview, then the camera footage, AVL data, or card reader data shall not be used as evidence in any manner related to discipline.
- **E**. The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.
  - F. All Public Disclosure Requests related to AVL data will be forwarded to public

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

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

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

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

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

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

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

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

#### **ARTICLE 16: CLASSIFICATIONS**

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

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

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

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

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

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

#### **ARTICLE 17: PENSION**

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

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

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

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

Section 17.4 The parties agree that Memorandum of Agreements 000U0211 "Agreement regarding employee participation in the Western Conference of Teamsters Pension Trust" and 000U0110\_Local 117 "Uniform standards for establishment and administration of Western Conference of Teamsters Pension Trust accounts established through collective bargaining agreements with Teamsters Local 117" shall remain in full force and effect during the term of this Agreement and are hereby incorporated by reference.

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

#### ARTICLE 18: LABOR MANAGEMENT COMMITTEE

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

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

For International Brotherhood of Teamsters Local 117:

DocuSigned by:

Orange Transport Transport Treasurer

DocuSigned by:

Orange Transport Treasurer

International Brotherhood of Teamsters Local 117 - Legislative Analysts - King County Council January 1, 2021 through December 31, 2024 454CLAC0122 Page 18

cba Code: 454

**Union Code: F15** 

#### **ADDENDUM A**

Classification Title	King County Squared Table Range
Legislative Analyst	65
Senior Legislative Analyst	72
Principal Legislative Analyst	76
Senior Principal Legislative Analyst	79
Supervising Legislative Analyst I	81



#### **Metropolitan King County Council**

#### PERFORMANCE APPRAISAL PROCESS FOR COMMITTEE STAFF

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

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

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

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

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

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

<u>Evaluation of Performance Goals</u>. Performance goals should include new skills to be developed or aspects of the job yet to be demonstrated (e.g., successfully serve as a committee lead; leading a major piece of legislation; successfully taking on a new subject

area). Goals may also be unique to the analyst: e.g., improve legislative drafting; gain proficiency with a new software tool; develop effective relationships with executive staff; etc. Goals should also identify periodic check-ins with supervisors to monitor progress.

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

KING COUNTY COUNCIL					
Performance Evaluation Report					
	ADMINISTRATIVE DATA				
NAME (Last, First, Middle Initial)	POSITION TITLE				
DEPARTMENT	REASON FOR SUBMISSION				
	☐ ANNUAL ☐ PROBATIONARY				
	☐ INTERMEDIATE [enter reason]				
PERIOD COVERED	RATED MOS. EMPLOYEE COPY (Check one and date)				
FROM THRU	GIVEN TO EMPLOYEE FORWARDED TO EMPLOYEE				
EM	PLOYEE SELF-EVALUATION				
[Employee's description of accomplishments in the past year, whether job	description expectations are met, areas for training or growth]				
S	UPERVISOR EVALUATION				
[Supervisor's description of accomplishments in the past year, whether jol	b description expectations are met, areas for training or growth]				
INTERMEDIATE RATER EVALUATION (if elected by employee an	d agreed to by management, could be more than one intermediate rater, if appropriate)				
[Intermediate rater's description of accomplishments in the past year, who	ether job description expectations are met, areas for training or growth]				
☐ <b>EQUITY REVIEW COMPLETED.</b> The equity review is a step in the	e process for the equity reviewer to analyze the evaluation and identify whether the				
evaluation demonstrates bias. This review does not waive any lega	al right to file a discrimination claim.				
The equity reviewer will be an independent human resources consultant of	chosen by mutual agreement between management and the union.				
EVALU	ATION OF PERFORMANCE GOALS				
Goal 1:	Status:				
Goal 2:	Status:				
al 3: Status:					
OVEF	RALL PERFORMANCE RATING				
☐ Met expectations of job description					
☐ Recommended for Promotion to[position] Supervisor Initials Chief Policy Officer Initials					

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

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

	LA	SLA	PLA	SPLA	Sup1
	Grade 62	Grade 72	Grade 76	Grade 79	Grade 81
<ul> <li>Number of amendments, including whether there are competing or confidential amendments;</li> <li>Degree of interest among various councilmembers (e.g., number of councilmembers sponsoring amendments);</li> <li>Technical difficulty – legal documents and attachments (not including proforma attachments);</li> </ul>	Demonstrates over time increasing ability to conduct qualitative and quantitative analysis of legislation and issues that are not complicated or controversial, with little support/supervision.	independently and with some support/supervision.  Demonstrates over time increasing ability to conduct qualitative and quantitative analysis of legislation and issues that are more complicated or controversial, usually as part of a team or with	independently and with minimal support/supervision.  Demonstrates over time increasing ability to conduct qualitative and quantitative and issues that are more complicated or controversial, and can lead a team on these issues with minimal	issues with no to minimal support/supervision. Generally, a SPLA would not need support/supervision but may seek input or ideas from other senior analysts to identify other perspectives to further the work of the team.  Initiates leading qualitative and quantitative analysis and research on a broad range of policy issues with little to no prior knowledge in that issue area.	issues with no to minimal support/supervision. Generally, a Sup1 would not need support/supervision but may seek input or ideas from other senior analysts to identify other perspectives to further the work of the team.  Initiates leading qualitative and quantitative and quantitative analysis and research on a broad range of policy issues with little to no prior knowledge in that issue area.
<ul> <li>Significant public impact and/or legal risks;</li> <li>Procedural complexity, including mandatory referrals and notice requirements;</li> <li>Multitude of policy goals/options and competing interests among councilmembers,</li> </ul>		support/supervision.	Ability to lead qualitative and quantitative analysis and research on a policy issues with prior knowledge in that issue area.	Ability to lead qualitative and quantitative analysis and research on a policy issues without prior knowledge in that issue area.  Ability to assess the complexity of legislation and issues and provides input to supervisors on assignment of	Ability to lead qualitative and quantitative analysis and research on a policy issues without prior knowledge in that issue area.  Collaborate with other supervisors to assess the complexity of legislation and issues and manages assignment of

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

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

	LA	SLA	PLA	SPLA	Sup1
	Grade 62	Grade 72	Grade 76	Grade 79	Grade 81
Teamwork (with Analysts and Committee Assistants)	Comfortable working and collaborating in team environments	Comfortable working and collaborating in team environments. Effective team player.	Able to lead a team collaboratively and delegate tasks in an effective manner on complex and/or controversial legislation.  Helps to create positive and effective team environments.  Collaborative whether serving as the lead on an issue or as part of a team.  Amplifies the good work of others.	opportunities to mentor others.  Able to lead a team collaboratively and delegate tasks in an effective manner on the most complex and/or controversial legislation.  Creates a positive team and office atmosphere and escalates issues that detract from a positive team and office atmosphere.  Fosters collaboration whether serving as the lead on an issue or as part of a team.  Amplifies the good work of others.	legislation and workload of analysts.  Able to lead a team collaboratively and delegate tasks in an effective manner on the most complex and/or controversial legislation.  Creates a positive team and office atmosphere and takes steps to/actively seeks to resolve issues that detract from a positive team and office atmosphere.  Fosters collaboration whether serving as the lead on an issue or as part of a team.  Amplifies the good work of others.

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

Grade 81
collegial/professional rapport with Executive branch/separately elected agency colleagues. May also build working relationship with colleagues at outside jurisdictions or other stakeholders.  Independently able to identify appropriate questions on an issue, run an effective meeting, clearly communicate expectations and timelines.  Able to maintain professional working relationship in times of significant conflict in priorities between Executive, Council, and/or other stakeholders.
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1 ADDENDUM C 2 BY AND BETWEEN 3 KING COUNTY 4 **AND** 5 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117 6 REPRESENTING LEGISLATIVE ANALYSTS 7 **Subject: Motion 15446** 8 9 On June 26, 2019, the King County Council passed Motion 15446 (Motion) reflecting changes to the organization of the council, administrative processes, and the roles and responsibilities of chief 10 officers and directors. Since some change(s) impact the terms of the conditions of the Collective Bargaining Agreement (CBA), and some changes impacted legislative services staff, the parties met 11 to discuss and bargain the impacts, to the extent required by law, and have agreed as follows: 12 The process by which the grievance procedure is conducted in Article 11 will remain status quo per 13 the terms of the existing CBA. Specifically, any member that elects to process a grievance through the Employee and Administration Committee shall be afforded appeal rights for decisions issued on 14 discipline consistent with the practice and procedure utilized prior to the passage of this Motion. 15 All other provisions under the Motion that impact the legislative services staff, including, but not 16 limited to: minor personnel decisions, organizational structure changes, establishment of a hiring process, staffing assignments, and reclassifications, shall be addressed by the Labor-Management 17 Committee in an attempt to seek the parties' cooperation in their execution and implementation. 18 All terms and provisions of the 2021-2024 CBA shall continue to apply unless specifically modified 19 by this Addendum. 20 21 22 23 24 25 26 27 28

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ADDENDUM D 1 2 BY AND BETWEEN 3 KING COUNTY 4 **AND** 5 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117 6 REPRESENTING LEGISLATIVE ANALYSTS 7 **Subject: Article 10 – Hours of Work** 8 **Background:** 9 1. The Parties are signatories to the Coalition Labor Agreement (CLA) and to Appendix 6 of 10 the CLA representing Legislative Analysts working for the King County Council. 11 2. Under the CLA, the Legislative Branch has the authority to bargain working conditions. 12 Pursuant to that authority, the Parties have agreed to replace the existing Article 10 – Hours of Work with a modified version as reflected below. 13 14 3. This Memorandum of Agreement (MOA) will be effective until January 31, 2023, unless extended or modified by the Parties. No less than 90 days prior to the expiration of this MOA, the 15 Parties will reopen negotiations over Article 10. 16 **Agreement:** 17 ARTICLE 10: HOURS OF WORK 18 **Section 10.1 Workweek.** The standard work week shall consist of forty (40) hours per 19 week, exclusive of lunch periods. 20 **Section 10.2** All employees shall have the option to routinely telework, consistent with efficient and effective County operations and in a manner that affords maximum flexibility to 21 employees to address individual situations. 22 Employees may be expected to participate in person for Council and 23 Committee Meetings, attend regularly scheduled all policy staff team meetings and communicate any individual circumstances to their supervisor and the Chief Policy Officer so accommodations can be 24 made as necessary. Employees will work with supervisors to determine whether additional in-person work is required as circumstances arise. 25 26 Employees may request a modification to their work schedule at any time and requests for work schedule adjustments shall not be unreasonably denied. 27 28 C. Nothing in this agreement alters the Employer's ability to receive and consider

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an ad hoc remote work or adjusted schedule request.

1 ADDENDUM E 2 BY AND BETWEEN 3 KING COUNTY 4 **AND** 5 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117 6 REPRESENTING LEGISLATIVE ANALYSTS 7 8 Subject: KCLB Employee and Resource Policies 9 On January 11, 2022, the King County Council approved adoption of King County Legislative 10 Branch (KCLB) Employee, Equipment and Facilities Policies. Since some of these policies impact and/or conflict with the terms of the conditions of the Coalition Labor Agreement (CLA) and the 11 Appendix 6 Agreement Between King County and Teamsters Local 117 covering Legislative 12 Analysts. The parties met to discuss and bargain the impacts of the new policies, to the extent required by law, and have agreed as follows: 13 The following sections of the KCLB Personnel Policies shall not apply to this bargaining unit: 14 15 Hiring Decisions, p.5 (See LMC "Policy Staff Hiring Process," Last Updated October 3, 2019, for current document) 16 Reclassifications, p.5 Performance Evaluations, p.6 17 Employee discipline, p.6-7 18 The following sections under Work Schedule, Location & Telework on p.8. o To telecommute 19 o Employees must o The Council recognizes... 20 Occasional Remote Work Location 21 o General Remote Work Provisions Temporary Assignment Outside of Job Classification, p.15 22 The Union reserves its right to challenge the applicability and implementation of any other section of 23 the KCLB Personnel Policies not explicitly listed above to the extent that they conflict with the labor 24 agreement and/or existing practices and policies that predate this Agreement covering represented employees. 25 All terms and provisions of the 2021-2024 CBA shall continue to apply unless specifically modified 26 by this Addendum. 27 28

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