

**AGREEMENT  
By and Between  
King County  
And**

**Teamsters, Local Union No. 117  
Representing  
IT Managers and Supervisors**

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 OF LABOR UNIONS



1 work weeks. The parties agree that applicable provisions of the collective bargaining agreement may  
2 be re-opened at any time by the County for the purpose of negotiating these standardized pay  
3 practices, to the extent required by law.

4 **ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION**

5 **Section 3.1 Union Recognition**

6 The County recognizes Teamsters Local Union No. 117, affiliated with the International  
7 Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all full-time and  
8 regular part-time IT Managers and IT Supervisory employees in King County Department of  
9 Information Technology and all Executive Branch Departments except the Department of Judicial  
10 Administration, excluding confidential employees, Directors, Executive Branch Offices, and all other  
11 employees.

12 **Section 3.2 Union Membership**

13 A. It is a condition of employment that, within thirty (30) days of the effective date of  
14 this Agreement, all employees covered by the Agreement will become and remain members in good  
15 standing in the Union, or pay an agency fee to the Union in lieu of membership dues. This  
16 requirement will apply to employees who are temporarily appointed to work in a job classification  
17 covered by this Agreement if the appointment is expected to last thirty (30) days or more, however,  
18 they will not be required to pay initiation fees and become a "member in good standing" if such  
19 action is based solely upon an "acting" position status.

20 B. Employees covered by this Agreement who qualify for an exemption from the  
21 requirement for Union membership based on an employee's bona fide religious belief shall contribute  
22 an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the  
23 Union. The Employee shall furnish the Union with written proof each month that such payments are  
24 being made. If the employee and the Union do not reach agreement on such matter, the Public  
25 Employment Relations Commission (PERC) shall designate the charitable organization.

26 C. Failure by an employee to abide by the provisions of paragraphs A and B will  
27 constitute just cause for discharge. If an employee has failed to fulfill the obligations set forth in  
28 paragraphs A and B, the Union will provide the employee and the County with seventy-two (72)

1 hours notice of intent to seek the discharge of the employee. During this period the employee may  
2 bring the amount in arrears current to avoid discharge.

3 **D.** Upon receipt of written authorization individually signed by a bargaining unit  
4 member, the County will deduct from the pay of such employee the amount of dues, initiation fees,  
5 assessments, and agency fees as certified by the Union.

6 **E.** The Union will indemnify and hold the County harmless against any claims made  
7 and any suit instituted against the County on account of any collection of the dues for the Union. The  
8 Union agrees to refund to the County any amounts paid to it in error on account of the collection  
9 provision, upon presentation of proper evidence thereof.

### 10 **Section 3.3 Employee Lists**

11 **A.** Upon request, the County will provide the Union with a current list of all  
12 employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit,  
13 employment status, job classification, and date of hire into his/her current classification.

14 **B.** The County will notify the Union of all new hires, and will notify the Union  
15 whenever an employee is moved into or out of a bargaining unit position. The notification will  
16 include the employee's name, section and/or unit, employment status, job classification, date of hire  
17 and effective date of the personnel action.

## 18 **ARTICLE 4: HOURS OF WORK/PROBATION**

19 **Section 4.1 FLSA:** Employees covered by this bargaining unit are employed in a bona fide  
20 executive, administrative or professional capacity and are in turn exempt from overtime payments  
21 under the Federal Fair Labor Standards Act. Bargaining unit employees are expected to work the  
22 hours necessary to satisfactorily perform their jobs.

23 **Section 4.1.1 Executive Leave:** Employees may be granted Executive Leave in accordance  
24 with County policy, as amended.

25 **Section 4.2 Probation:** New hired, rehired, promoted, transferred to another position,  
26 recalled and demoted employees shall be on probation for their first six (6) months of service. At the  
27 County's discretion, employees may have their probation period extended for up to six (6) additional  
28 months

1           **Section 4.3 Alternative Work Schedules and Telecommuting:** The County will administer  
2 employee requests for alternative work schedules and telecommuting in accordance with its policies,  
3 as amended.

4 **ARTICLE 5: WAGE RATES/WORK OUTSIDE OF CLASSIFICATION**

5           **Section 5.1 Pay Ranges:** The parties agree that the classification titles shall be compensated  
6 at the pay ranges and steps as shown in Addendum A.

7           **Section 5.2 Step Movement/Merit:** Employees covered by this Agreement shall be  
8 compensated pursuant to the County's ten-step plan and merit system, as amended.

9           **Section 5.3 Special Duty:** Employees will be eligible for special duty compensation in  
10 accordance with KCC 3.15.140 and related County procedures, as amended.

11           **Section 5.4 COLA:** Cost of Living adjustments will be pursuant to the Memorandum of  
12 Agreement in Addendum B.

1 **ARTICLE 6: HOLIDAYS**

2 **Section 6.1** Regular, probationary, provisional and term-limited temporary employees shall  
3 be granted the following holidays with pay:

4 New Year's Day	January 1st
5 Martin Luther King Jr.'s Birthday	Third Monday in January
6 President's Day	Third Monday in February
7 Memorial Day	Last Monday in May
8 Independence Day	July 4th
9 Labor Day	First Monday in September
10 Veteran's Day	November 11th
11 Thanksgiving Day	Fourth Thursday in Nov.
12 Day after Thanksgiving	
13 Christmas Day	December 25th
14 Two (2) Personal Holidays	

15 and any special or limited holidays as declared by the president or governor, and as approved by the  
16 Metropolitan King County Council.

17 **Section 6.2** Personal holidays shall be administered through the vacation plan. One (1) day  
18 shall be available for use in the pay-period including the first of October and one (1) in the pay-period  
19 including the first day of November each year.

20 **Section 6.3** For holidays falling on a Saturday, the Friday before shall be a paid holiday. For  
21 holidays falling on a Sunday, the Monday following shall be a paid holiday.

22 **Section 6.4** An employee must be in a pay status the employee's scheduled work day before,  
23 and employee's scheduled work day after a holiday in order to receive holiday pay. An employee  
24 leaving County employment the day prior to the holiday shall not receive holiday pay. However, an  
25 employee who has successfully completed at least five (5) years of county service and who retires at  
26 the end of the month in which the last regularly scheduled working day is observed as a holiday, shall  
27 be eligible for holiday pay if the employee is in a pay status the day before the day observed as a  
28 holiday.

1 **ARTICLE 7: VACATION**

2 **Section 7.1** Regular, probationary, provisional and term-limited temporary employees shall  
3 accrue vacation leave as described in the following table:

4

<b>Full Years of Service</b>	<b>Approximate Total Days</b>
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

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21 **Section 7.2** Employees shall accrue vacation leave from their date of hire in a leave eligible  
22 position.

23 **Section 7.3** Leave eligible part-time employees may accrue vacation leave prorated to reflect  
24 their normally scheduled work week.

25 **Section 7.4** Employees shall not be eligible to take or be paid for vacation leave until they  
26 have successfully completed their first six (6) months of County service in a leave eligible position,  
27 except if using vacation leave for a qualifying reason under the Washington Family Care Act. An  
28 employee leaving County employment prior to successfully completing their first six (6) months of

1 County service shall forfeit and not be paid for accrued vacation leave.

2 **Section 7.5**

3 A. Except as modified by a VEBA agreement, employees shall be paid for accrued  
4 vacation leave to their date of separation up to the maximum accrual amount as provided under  
5 Section 7.5 if they have successfully completed their first six (6) months of County service and leave  
6 in good standing. Payment shall be the accrued vacation leave multiplied by the employee's rate of  
7 pay in effect upon the date of leaving County employment less mandatory withholdings.

8 B. In cases of separation from County employment by death of an employee with  
9 accrued vacation leave and who has successfully completed his/her first six (6) months of County  
10 service in a leave eligible position, payment of unused vacation leave up to the maximum accrual  
11 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,  
12 RCW Title 11.

13 **Section 7.6** Full-time employees eligible for leave may accrue up to sixty (60) days (480  
14 hours) of vacation. Leave eligible part-time employees may accrue an annual maximum of vacation  
15 leave prorated to reflect their normally scheduled work week. Leave eligible employees shall  
16 continue to accrue vacation in excess of the maximum during the calendar year in which they reach  
17 the maximum; however they must use vacation leave beyond the maximum accrual amount on the  
18 pay period that includes December 31st of each year. Employees shall forfeit the excess accrual on  
19 the pay period that includes December 31st of each year; unless the employee has received approval  
20 in accordance with County policies and procedures to carry over excess vacation accrual into the  
21 following year.

22 **Section 7.7** If an employee resigns from a full-time regular or part-time regular position in  
23 good standing or is laid off and subsequently returns to County employment within two (2) years  
24 from such resignation or layoff, as applicable, the employee's prior County service shall be counted in  
25 determining the vacation leave accrual rate under Section 7.1.

26 **Section 7.8** Employees eligible for leave shall not use or be paid for vacation leave until it  
27 has accrued and such use or payment is consistent with the provisions of this Article.

28 **Section 7.9** No employee eligible for leave shall work for compensation for the County in

1 any capacity during the time that the employee is on vacation leave.

2 **ARTICLE 8: SICK LEAVE**

3 **Section 8.1** Regular, provisional, probationary and term-limited temporary employees shall  
4 accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status excluding  
5 overtime up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if  
6 not previously earned. There shall be no limit to the hours of sick leave benefits accrued by an  
7 eligible employee.

8 **Section 8.2** During the first six (6) months of service in a leave eligible position, employees  
9 eligible to accrue vacation leave may, at the supervisor's discretion, use any accrued days of vacation  
10 leave as an extension of sick leave. Employees may have additional rights to use vacation leave for  
11 qualifying reasons under the Washington Family Care Act. If an employee does not work a full six  
12 (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to  
13 the County upon termination.

14 **Section 8.3** Separation from or termination of County employment except by reason of layoff  
15 or separation for non disciplinary medical reason, shall cancel all sick leave accrued to the employee  
16 as of the date of separation or termination. Should the employee resign, be separated for a non-  
17 disciplinary medical reason or be laid off and return to County employment within two (2) years,  
18 accrued sick leave shall be restored; provided, that such restoration shall not apply where the former  
19 employment was in a term-limited position.

20 **Section 8.4** Except as modified under a VEBA agreement employees eligible to accrue leave  
21 and who have successfully completed at least five (5) years of County service and who retire as a  
22 result of length of service or who terminate by reason of death shall be paid, or their estates paid for  
23 as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their  
24 unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of  
25 leaving County employment, less mandatory withholdings. Retirement as a result of length of service  
26 means an employee is eligible, applies for and begins drawing a pension from PERS or the city of  
27 Seattle Retirement Plan immediately upon terminating County employment.

28 **Section 8.5** An employee must use all of his or her sick leave and any donated sick leave

1 before taking unpaid leave for his or her own health reasons. If the injury is compensable under the  
2 County's workers compensation program, then the employee has the option to augment or not  
3 augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the  
4 employee shall choose at the start of the leave whether the particular leave would be paid or unpaid;  
5 but when an employee chooses to take paid leave for family reasons, he or she may set aside a reserve  
6 of up to eighty (80) hours of accrued sick leave. Except as provided under the Washington Family  
7 Care Act, an employee who has exhausted all of his or her sick leave may use accrued vacation leave  
8 before going on leave of absence without pay, if approved by his or her appointing authority.

9 **Section 8.6** Accrued sick leave shall be used for the following reasons:

10 A. The employee's bona fide injury or illness; provided, that an employee who suffers  
11 an occupational injury or illness may not simultaneously collect sick leave and worker's  
12 compensation payments in a total amount greater than the net regular pay of the employee. An  
13 employee who does not choose to augment worker's compensation payments with the use of accrued  
14 sick leave shall notify the worker's compensation office in writing at the beginning of the leave.  
15 Absent such notification, sick leave will automatically be used to supplement such payments.  
16 An employee may not collect sick leave for physical incapacity due to any injury or occupational  
17 illness which is directly traceable to employment other than with the County.

18 B. Exposure to contagious diseases and resulting quarantine.

19 C. A female employee's temporary disability caused by or contributed to by  
20 pregnancy and childbirth.

21 D. The employee's medical, ocular or dental appointments provided that the  
22 employee's supervisor has approved the scheduling of sick leave for such appointments.

23 E. To care for the employees child if the child has an illness or health condition that  
24 requires treatment or supervision from the employee.

25 F. To care for other family members, if:

26 1. The employee has been employed by the County for twelve months or more  
27 and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months;

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

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

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

5 a. the birth of a son or daughter and care of the newborn child, or  
6 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
7 within twelve (12) months of the birth, adoption or placement;

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

10 c. care of a family member who suffers from a serious health  
11 condition; or

12 d. the emergency condition of the employee's spouse, parent, parent-  
13 in-law, or grandparent.

14 4. To the extent that Washington State law provides greater benefits for use of  
15 paid leave for family care, that state law shall prevail.

16 **Section 8.7** An employee who has been employed by the County for twelve (12) months or  
17 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)  
18 months may take a total of up to eighteen (18) weeks unpaid leave for his or her own serious health  
19 condition, and for family reasons as provided in Sections 8.6.E and 8.6.F combined, within a twelve  
20 (12) month period. The leave may be continuous, which is consecutive days or weeks, or  
21 intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the  
22 following conditions:

23 A. When leave is taken after the birth or placement of a child for adoption or foster  
24 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by  
25 the employee's appointing authority.

26 B. An employee make take leave intermittently or on a reduced schedule when  
27 medically necessary due to a serious health condition of the employee or family member of the  
28 employee; and

1 C. If an employee requests intermittent leave or leave on a reduced leave schedule  
2 under Section B. above, that is foreseeable based on planned medical treatment, the appointing  
3 authority may require the employee to transfer temporarily to an available alternative position for  
4 which the employee is qualified and that has equivalent pay and benefits and that better  
5 accommodates recurring periods of leave than the regular position of the employee.

6 D. Use of donated leave shall run concurrently with the eighteen (18) work week  
7 family medical leave entitlement.

8 E. The County shall continue its contribution toward health care during any unpaid  
9 leave taken under this Section.

10 F. An employee who returns from unpaid family or medical leave within the time  
11 provided in this Article is entitled, subject to bona fide layoff provisions, to:

- 12 1. the same position he or she held when the leave commenced; or
- 13 2. a position with equivalent status, benefits, pay and other terms and  
14 conditions of employment; and
- 15 3. the same seniority accrued before the date on which the leave commenced.

16 G. Failure to return to work by the expiration date of the leave of absence may be  
17 cause for removal and result in termination of the employee from County service.

18 **Section 8.8** Management and employees are responsible for the proper administration of the  
19 sick leave benefit.

20 **ARTICLE 9: GENERAL PAID LEAVES**

21 **Section 9.1 Bereavement Leave**

22 A. Employees eligible for paid leaves shall be entitled to three (3) working days of  
23 bereavement leave a year due to death of members of their immediate family.

24 B. Employees eligible for leaves who have exhausted their bereavement leave shall be  
25 entitled to use sick leave in the amount of three (3) days for each instance of death when death occurs  
26 to a member of the employee's immediate family.

27 C. In cases of family death where no sick leave benefit exists, the employee may be  
28 granted leave without pay.

1           D. In the application of any of the foregoing provisions, when a holiday or regular day  
2 off falls within the prescribed period of absence, it shall not be charged against the employee's sick  
3 leave account or bereavement leave credit.

4           E. Immediate family means any of the following relatives of the employee,  
5 employee's spouse or employee's domestic partner: spouse, domestic partner, grandparent, parent,  
6 child, sibling, child-in-law, parent-in-law and grandchild. Also included is any person for whose  
7 financial or physical care the employee is principally responsible.

### 8           **Section 9.2 Organ Donor Leave**

9           A. Employees eligible for paid leave who are voluntarily participating as donors in  
10 life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney  
11 transplants, or blood transfusions may take up to five (5) days paid leave without having such leave  
12 charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the  
13 employee shall:

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

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

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

24           **Section 9.3 Leave for School Volunteer Service:** The Supervisor shall allow the use of up  
25 to three (3) days of sick leave each year to allow employees to perform volunteer services at the  
26 school attended by the employee's child, the employee's grandchild, the child of the employee's  
27 domestic partner, or child that resides in the employee's home. Employees requesting to use sick  
28 leave for this purpose shall submit such request in writing specifying the name of the school and the

1 nature of the volunteer services to be performed.

2           **Section 9.4 Jury Duty:** Any employee eligible for leave benefits who is ordered on a jury  
3 shall be entitled to his or her regular County pay; provided, that fees for such jury duty are deposited,  
4 exclusive of mileage, with the Finance and Business Operations Division of the Department of  
5 Executive Services. Employees shall report back to their work supervisor when dismissed from jury  
6 service.

7           **Section 9.5 Military Leave:** A leave of absence for active military duty or active military  
8 training duty shall be granted to eligible employees in accordance with applicable provisions of state  
9 and/or federal law; provided, that a request for such leave shall be submitted to the appointing  
10 authority in writing by the employee and accompanied by a validated copy of military orders ordering  
11 such active duty or active training duty.

12           **Section 9.6 Unpaid Leaves of Absence**

13           **A. Short-Term Leaves of Absence.** A leave of absence without pay for a period not  
14 exceeding thirty (30) consecutive days may be granted by the director.

15           **B. Long-Term Leaves of Absence:** The Director of Human Resources may grant a  
16 request for a leave of absence for a period longer than thirty (30) days with the favorable  
17 recommendation of the director. Long-Term leaves may be conditional or unconditional, with any  
18 conditions set forth in writing at the time that the leave is approved, not to exceed one (1) year.

19           **Section 9.7 Donation of Leaves**

20           **A. Vacation leave hours.**

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

27           2. The number of hours donated shall not exceed the donor's accrued vacation  
28 credit as of the date of the request. No donation of vacation hours shall be permitted where it would

1 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

2                   3. Donated vacation leave hours must be used within ninety (90) calendar days  
3 following the date of donation. Donated hours not used within ninety days or due to the death of the  
4 receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from  
5 vacation leave payoff provisions contained in Article 7. For purposes of this section, the first hours  
6 used by an employee shall be accrued vacation leave hours.

7                   **B. Sick leave hours.**

8                   1. Any employee eligible for leave benefits may donate a portion of his or her  
9 accrued sick leave to another employee eligible for leave benefits upon written notice to the donating  
10 and receiving employees' department director(s).

11                   2. No donation shall be permitted unless the donating employee's sick leave  
12 accrual balance immediately subsequent to the donation is one hundred hours or more. No employee  
13 may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar year.

14                   3. Donated sick leave hours must be used within ninety (90) calendar days.  
15 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall  
16 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions  
17 and sick leave restoration provisions contained in Article 8. For purposes of this section, the first  
18 hours used by an employee shall be accrued sick leave hours.

19                   C. All donations of vacation and sick leave made under this section are strictly  
20 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other  
21 compensation or benefits in exchange for donating vacation or sick leave hours.

22                   D. All vacation and sick leave hours donated shall be converted to a dollar value  
23 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be  
24 divided by the receiving employee's hourly rate to determine the actual number of hours received.  
25 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time  
26 hourly rate at the time of reconversion.

27                   **Section 9.8 Examination Leave:** Employees eligible for leave benefits shall be entitled to  
28 necessary time off with pay for the purpose of taking county qualifying or promotional

1 examinations. This shall include time required to complete any required interviews.

2 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

3 The County presently participates in group medical, dental, vision, disability, AD&D and life  
4 insurance programs for eligible regular, probationary, provisional and term-limited temporary  
5 employees and their eligible dependents. The County will maintain the current level of benefits  
6 unless modified by the Joint Labor Management Insurance Committee.

7 **ARTICLE 11: REDUCTION IN FORCE**

8 **Section 11.1.** The terms of this Article apply to regular employees.

9 **Section 11.2. Notice.** When the elimination of a position results in laying off an employee,  
10 the County shall provide written notice to the affected employee, with a copy sent to the Union, at  
11 least thirty (30) calendar days prior to the effective date of the layoff.

12 **Section 11.3. Layoff.**

13 **A.** A layoff will be by position within a covered department. If there is more than one  
14 (1) position in the same classification performing the same or substantially similar body-of-work  
15 (BOW), as determined by the County, in the same department, the least senior person will be laid off  
16 first.

17 **B.** An employee who is eligible to bump will have five (5) work days from the time of  
18 written notification of layoff to notify the County of his/her intent to exercise his or her bumping  
19 rights. An employee will forfeit his or her bumping rights if his or her written notice is not submitted  
20 within five (5) days. The County can, if it determines that there are warranting circumstances, accept  
21 a late filed notice from the employee.

22 **Section 11.4. Bumping.**

23 **A.** An employee who is notified of being laid off may bump the least senior person in  
24 the same bargaining unit classification in his or her department if qualified for the position as  
25 determined by the County.

26 **B.** An employee who is unable to bump in accordance with Section 11.4.A can bump  
27 the least senior employee in the bargaining unit classification the laid off employee has previously  
28 held as a career service employee in his or her department, if any; provided:

- 1                   a. The employee bumping has more seniority than person being bumped, and  
2                   b. The employee is qualified to perform the BOW of the position as  
3 determined by the County.  
4                   c. If the employee bumping has held more than one position in a bargaining  
5 unit classification, he or she can elect to bump into any of his or her prior bargaining unit positions in  
6 his or her department as provided under subsections a and b above.

7                   C. An employee who is unable to bump as provided in accordance with Section  
8 11.4.B can bump the least senior employee in a lower paid bargaining unit classification in his or her  
9 department, if any; provided:

- 10                   a. The employee bumping has more seniority than person being bumped, and  
11                   b. The employee is qualified to perform the BOW of the position as  
12 determined by the County.

13                   **Section 11.5. Recall:** A regular employee who is laid off will have recall rights to his or her  
14 previous position for two (2) years from the date of layoff. An employee retains his or her recall  
15 rights even if he or she accepts another position with the County which is paid at a lower salary than  
16 the position he or she was laid-off from or the position is temporary. An employee who is laid off  
17 shall forfeit his or her recall rights if he or she refuses a recall. The recall procedures will be  
18 determined by the County and laid-off employees will be notified of same.

19                   **Section 11.6. Reinstatement:** An employee recalled within two (2) years from the time of  
20 layoff will have any forfeited sick leave accruals and vacation leave accrual rate restored.

21 **ARTICLE 12: GRIEVANCE PROCEDURE**

22                   **Section 12.1** The Union and the County recognize the importance of settling issues in a fair  
23 and responsible manner at the lowest possible level of supervision.

24                   **Section 12.2 Grievance Definition:**

25                   A. An issue raised by an employee or the Union regarding the interpretation and/or  
26 application of this Agreement or applicable policies, rules or procedures. The Union may file a non-  
27 disciplinary grievance at Step 2 of the grievance procedure if it is in the interest of a majority of the  
28 employees in the bargaining unit. A grievance, whether filed by the employee or Union, must

1 contain a description of the event, when the event took place and/or when the employee/Union had  
2 knowledge of the event, the Article(s) allegedly violated, and the remedy sought.

3 **Section 12.3 Grievance/Arbitration Steps:**

4 **A. Grievance:** A grievance shall be processed in accordance with the following  
5 procedures:

6 **Step 1:** A grievance, in order to be timely, shall be submitted in writing within  
7 twenty (20) days of the event or knowledge of the event by the employee to the department director  
8 who will refer it to his or her designee. The director's designee will convene a meeting with the  
9 employee to discuss the grievance and issue a written response to the employee with a copy to the  
10 Union and Labor Negotiator within twenty (20) days of the County's receipt of the grievance.

11 **Step 2:** If the grievance is not resolved at Step 1, it shall be forwarded in  
12 writing to the department director, depending on whether the employee is in a department or KCIT  
13 within twenty (20) days of when the Step 1 written response was sent in order to be timely. The  
14 director, or his or her designee who did not hear the grievance at Step 1, will convene a meeting with  
15 the employee and the Union within twenty (20) days after receipt of the grievance. The director or  
16 designee will respond in writing to the grievance within twenty (20) days after the meeting and send a  
17 copy of the grievance response to the Union and Labor Negotiator. If the grievance is filed by the  
18 Union at Step 2 on behalf of the bargaining unit, it will be presented in writing to the director within  
19 twenty (20) days of the event or knowledge of the event. The director or his or her designee will meet  
20 with the Union within twenty (20) days after receipt of the grievance and respond to the grievance in  
21 writing within twenty (20) days of the meeting. Copies of the response will be sent to the department  
22 directors and Labor Negotiator.

23 **Step 3:** If the grievance is not resolved at Step 2, it shall be forwarded in  
24 writing to the Director of Labor Relations or his or her designee within twenty (20) days of when the  
25 Step 2 written response was sent in order to be timely. The director or designee will convene a  
26 meeting with the employee and the Union within twenty (20) days after receipt of the grievance. The  
27 director or designee will respond in writing to the grievance within twenty (20) days after the meeting  
28 and send a copy of the grievance response to the Union and department director(s).

1                   **Step 4:** If the grievance is not resolved at Step 3, either of the parties to this  
2 Agreement may submit the grievance to arbitration within twenty (20) days of the when the Step 3  
3 response was sent. The Union's submittal to arbitration will be filed in writing with the Director of  
4 Labor Relations.

5                   **B. Arbitration:** The Director of Labor Relations or his or her designee and the Union  
6 shall select a third disinterested party to serve as the arbitrator. In the event they are unable to agree,  
7 then the arbitrator shall be selected from a list of at least seven names furnished by the Federal  
8 Mediation and Conciliation Service (FMCS) or Public Employment Relations Commission (PERC),  
9 whichever source is mutually acceptable. The arbitrator shall be selected from the list by each party  
10 alternately striking a name from the list until one name remains; the first strike to be determined by a  
11 coin flip.

12                   1. The arbitrator shall have no power to change, alter, detract from, or add to  
13 the provisions of this Agreement, but shall have the power only to apply and interpret the provisions  
14 of this written Agreement in reaching a decision on the issue.

15                   2. No matter may be arbitrated which the County, by law, has no authority  
16 over or has no authority to change.

17                   3. Each party to an arbitration proceeding shall bear the full costs of its  
18 representatives, including legal representatives, and witnesses regardless of the outcome of the  
19 arbitration. The arbitrator's fees and expenses, and any court reporter's fee and expenses agreed to by  
20 the Union and the County shall be borne equally by both parties.

21                   4. The decision of the arbitrator shall be final and binding upon the County,  
22 the Union, and the employee involved.

23                   5. Any arbitrator selected under Step 4 shall function pursuant to the voluntary  
24 labor arbitration regulations of the American Arbitration Association, unless otherwise agreed to in  
25 writing by the parties.

26                   **Section 12.4 Exclusive Procedure:** Selection of this conflict resolution procedure for the  
27 resolution of a grievance shall preclude the use of any other procedure in resolving the matter at issue.

28                   **Section 12.5 Time Limits:** Time limits may be extended by written consent of the parties.

1           **Section 12.6 Temporaries:** Probationary, provisional, temporary and term-limited  
2 temporary employees are employed at will and cannot use the procedures of this Article to grieve or  
3 otherwise appeal discipline or a job separation action of any kind.

4           **Section 12.7 Mediation:** By mutual agreement, the parties can move a grievance to  
5 mediation with the County's ADR program or other meditation service if mutually agreed.

6 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

7           The County and the Union shall not unlawfully discriminate against any individual employees  
8 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,  
9 sex, religion, national origin, religious belief, marital status, age, sexual orientation, gender identity,  
10 ancestry or disability. Allegations of violation of this Section shall be grieved and arbitrated under  
11 Article 12 of this Agreement as the sole and exclusive remedy for violations. Arbitrators shall apply  
12 appropriate law in rendering decisions based upon claims of discrimination.

13 **ARTICLE 14: SAVINGS CLAUSE**

14           Should any part hereof or any provision herein contained be rendered or declared invalid by  
15 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
16 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
17 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and  
18 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full  
19 force and effect.

20 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

21           **Section 15.1** The Employer and the Union agree that the public interest requires efficient and  
22 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
23 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
24 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
25 duties, sick leave absence which is not bona fide or other interference with County functions by  
26 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to  
27 end such interference. Any concerted action by any employees in any bargaining unit shall be  
28 deemed a work stoppage if any of the above activities have occurred.

1           **Section 15.2** Upon notification in writing by the County to the Union that any of its members  
2 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to  
3 immediately cease engaging in such work stoppage and provide the County with a copy of such order.  
4 In addition, if requested by the County, a responsible official of the Union shall publicly order such  
5 Union employees to cease engaging in such a work stoppage.

6           **Section 15.3** Any employee participating in such work stoppage or in other ways committing  
7 an act prohibited in this article shall be considered absent without leave. The County may consider  
8 such absence a resignation. Such employees are also subject to discharge, suspension, or other  
9 disciplinary action.

#### 10 **ARTICLE 16: WAIVER CLAUSE**

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

#### 17 **ARTICLE 17: MISCELLANEOUS**

18           **Section 17.1 Transportation Reimbursement:** All employees who have been authorized to  
19 use their own personal transportation on County business shall be reimbursed at the current rate set by  
20 the County Council during the life of this Agreement.

21           **Section 17.2 Transit/Bus Passes:** Eligible employees, as determined by their respective  
22 employment status, shall receive transit passes in accord with the King County Code 3.12.188.

#### 23           **Section 17.3 Shop Stewards, Union Activities and Representation:**

24           **A.** Union Representatives (Staff) may visit the work location of employees covered by  
25 the Agreement at any reasonable time. They shall report to the employee's appropriate  
26 manager/designee upon arrival at the work site being visited. Such visit cannot unreasonably  
27 interfere with business.

28           **B.** The Union will furnish the department and the Labor Negotiator with the names

1 of Shop Stewards. When contract administration business is conducted during working hours, the  
2 steward is responsible for clearing the time taken away from work with his/her manager or  
3 supervisor.

4 **C.** The Union shall be allowed use of bulletin board space to post Union notices.  
5 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and  
6 remove Union materials, and only materials originating from the Union office and bearing the Union  
7 logo or signed by a staff representative of the Union may be posted on the Union bulletin board space.

8 **D.** Union stewards may make limited use of County telephones and FAX machines  
9 for the purposes of contract administration, in accordance with County policy. In addition, stewards  
10 may use the County electronic mail system for communications related to contract administration,  
11 provided they comply with King County policies governing electronic mail and internet use. In no  
12 circumstances shall use of the County equipment interfere with County operations.

13 **Section 17.4 Seniority:**

14 **A.** All regular employees shall accrue seniority from the date of hire with the County.

15 **B.** Term-limited temporary (TLT) employees subsequently hired into a regular  
16 position without a break in service, and who complete the probationary period, shall be credited with  
17 seniority retroactive to date of hire as a TLT employee.

18 **C.** Seniority shall be defined as the adjusted service date with the County.

19 **Section 17.5 Discipline:**

20 **A.** The County may discipline and discharge regular employees for just cause.

21 **B.** Discipline may include, but is not limited to, written reprimands, demotion, wage  
22 reduction, suspensions without pay and discharge. Counseling and letters of expectation are not  
23 considered discipline.

24 **Section 17.6 Review of Personnel Files:**

25 **A.** Upon request, an employee can schedule an appointment to review his/her  
26 personnel file. An employee may authorize, in writing, that his/her Union representative may obtain a  
27 copy of his/her personnel file. An employee may also review and copy, upon request, any files to  
28 which s/he has a legal right to access. An employee who challenges material included in his or her

1 personnel file is permitted to insert material relating to that challenge into their personnel file.

2           **B.** A copy of any discipline document or document related to performance that is  
3 placed into an employee's personnel file shall be provided to the employee.

4           **Section 17.7 Contracting Out**

5           **A.** The County shall not contract out work performed by members of the bargaining  
6 unit if the contracting of such work results in layoff.

7           **B.** If, in order to secure funding for a specific project, program or service, the County  
8 is required to contract all or part of the work to be performed due to limitations imposed by the  
9 funding agreement, such contracting shall not be considered a violation of the Agreement. In such  
10 instances, the Union shall be officially notified in advance.

11           **Section 17.8 Western Conference of Teamster Pension:** The County and the Union agree  
12 to re-open negotiations during the term of this Agreement upon request by the Union for the purpose  
13 of negotiating for employees covered by this Agreement to participate in the Western Conference of  
14 Teamsters Pension Trust Plan (Plan). The parties understand and agree that negotiating will only  
15 occur after a majority of the bargaining unit employees vote in favor of participating in the Plan, and  
16 all bargaining unit employees must participate.

17           **Section 17.9 Modifications to Classification:** The parties agree that while the County has  
18 the right to modify job classifications, it will discharge its legal bargaining obligations before  
19 implementing the change(s).

20           **Section 17.10 Employment in a Temporary FLSA Non-exempt Status:** Employees may  
21 be temporarily converted from FLSA exempt to FLSA non-exempt status when in the benefit of the  
22 County, e.g., when working an intermittent work schedule while on FMLA. When converted to a  
23 FLSA non-exempt status, the employee will be paid on an hourly basis and eligible for overtime in  
24 accordance with law. Further, the employee will be eligible for the paid leaves identified under this  
25 Agreement but accrued and paid as provided under the Personnel Guidelines for FLSA non-exempt  
26 employees.

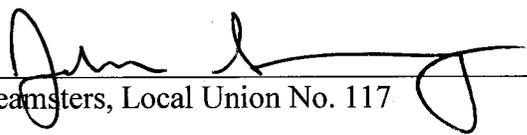
1 **ARTICLE 18: DURATION**

2 This Agreement and each of its provisions shall be in full force and effect when ratified by the  
3 parties and adopted by the Metropolitan King County Council, unless a different effective date is  
4 specified herein, and covers the period of February 1, 2014 through December 31, 2016. Written  
5 notice to begin negotiations for a successor to this Agreement shall be served by either party upon the  
6 other at least ninety (90) days prior to the expiration date.

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APPROVED this 17<sup>th</sup> day of August, 2015.

By:   
King County Executive

  
Teamsters, Local Union No. 117

1  
2 **cba Code: 456**

**Union Code(s): F16**

3  
4 **ADDENDUM A  
WAGE ADDENDUM**

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<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range</b>
1242100	124202	Chief Information Security Officer	77
7333100	736805	Distributed Systems/LAN/PC Sup	68
1230100	123002	IT Enterprise Manager I	75
1230200	123102	IT Enterprise Manager II	77
1230300	123202	IT Enterprise Manager III	79
1231100	123303	IT Manager I	75
1232100	123602	IT Project Director (TLT)	85
7331300	736502	IT Project Manager III	75
1261200	126202	IT Services Delivery Manager*	79
7305100	739102	IT Services Manager I*	75
7306100	739202	IT Services Manager II*	77
7307100	739302	IT Services Manager III*	79
7341100	740102	IT Services Supervisor*	72
7332100	736606	IT Supervisor I	72
7332200	736704	IT Supervisor II	75
1241100	124102	Strategic Information Resources Manager	79

25 For rates, please refer to the King County Squared Salary Schedule

26 **Probation Waiver:** The following procedures apply solely to the implementation of new  
27 classifications for the bargaining unit during the term of the Agreement.

- 28 **1.** The employee's supervisor determines the employee has satisfactorily performed

1 the same BOW of the position for at least one year; HR SDMII reviews and concurs with the  
2 supervisor. The probation period is waived.

3           2. The employee's supervisor determines the employee has satisfactorily performed  
4 substantially similar BOW of the position for at least one year; HR SDMII reviews and concurs with  
5 the supervisor. Some or all of the probationary period may be waived, if approved by the  
6 director/designee.

7           3. The director/designee will decide whether to waive the probation in whole or in part if the  
8 supervisor and HR SDMII do not concur.

9           Classifications under the Wage Addendum marked with an "\*" are new classifications that are  
10 affected by this provision. However, there may be additional classifications added during the term of  
11 the Agreement which will also be subject to this provision.

# ADDENDUM B

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

### ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

#### Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

## ADDENDUM B

### Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

#### **January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

#### **January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

#### **Lump Sum Coalition Participation Premium Payment**

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

## ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

### Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

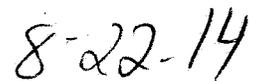
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director  
Office of Labor Relations  
King County Executive Office



Date

# ADDENDUM B

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

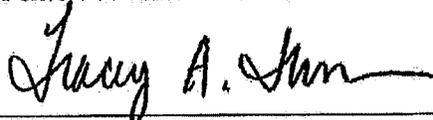
### ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

**Labor Organization: International Brotherhood of Teamsters Local 117**

**Ratified by the Members covered by the Contracts listed below:**

cba code	Labor Organization	Contract
412	Teamsters Local 117	Administrator I - Transit, Department of Transportation
456	Teamsters Local 117	Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments
461	Teamsters Local 117	Joint Units Agreement
454	Teamsters Local 117	Legislative Analysts - King County Council
230	Teamsters Local 117	Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)
154	Teamsters Local 117	Professional & Technical and Administrative Employees
155	Teamsters Local 117	Prosecuting Attorney's Office
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office
152	Teamsters Local 117	Transit Section Managers - Department of Transportation
159	Teamsters Local 117	Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources & Parks
156	Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources & Parks
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks

For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson  
Secretary-Treasurer

08/21/14  
Date

**ADDENDUM B**

**ADDENDUM A**

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**KING COUNTY**

**AND**

**COALITION OF LABOR UNIONS**

**REPRESENTING**

**KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

**Subject: Coalition bargaining for employees in specified administrative support classifications**

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications (“the Coalition”) have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4  
Administrative Specialist 1 – 4  
Customer Service Specialist 1 – 4  
Technical Information Processing Specialist 1 – 4  
Administrative Office Assistant  
Public Health Administrative Support Supervisor  
Administrative Staff Assistant

The positions referenced herein shall be referred to as “Coalition Administrative Support Positions” and shall not include positions covered by bargaining units eligible for interest arbitration.

## ADDENDUM B

### ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

## ADDENDUM B

## ADDENDUM A

5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

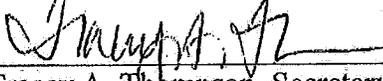
Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

**ADDENDUM B**

**ADDENDUM A**

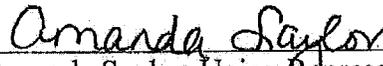
6. This Agreement shall remain in effect through December 31, 2013.

**For International Brotherhood of Teamsters Local 117:**

  
\_\_\_\_\_  
Tracey A. Thompson, Secretary-Treasurer

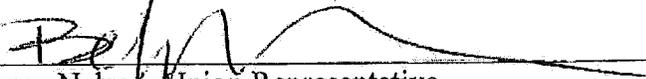
4/25/11  
Date

**For Office & Professional Employees International Union, Local 8:**

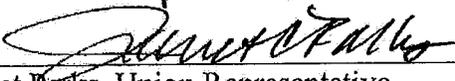
  
\_\_\_\_\_  
Amanda Saylor, Union Representative

4/25/11  
Date

**For Professional and Technical Employees, Local 17:**

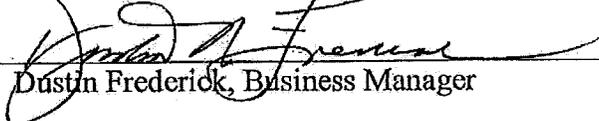
  
\_\_\_\_\_  
Behnaz Nelson, Union Representative

4/26/11  
Date

  
\_\_\_\_\_  
Janet Parks, Union Representative

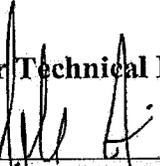
4/25/11  
Date

**For Public Safety Employees Union:**

  
\_\_\_\_\_  
Dustin Frederick, Business Manager

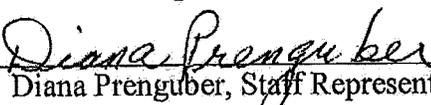
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Date

**For Technical Employees Association:**

  
\_\_\_\_\_  
Ade Franklin, President

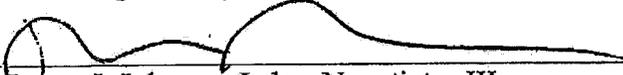
4.27.11  
Date

**For Washington State Council of County and City Employees, Council 2:**

  
\_\_\_\_\_  
Diana Prenguber, Staff Representative

4-25-11  
Date

**For King County:**

  
\_\_\_\_\_  
James J. Johnson, Labor Negotiator III

4/28/11  
Date

# ADDENDUM B

## ADDENDUM A EXHIBIT A

### GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engaged in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
  - Fiscal Specialist 1-4
  - Administrative Specialist 1-4
  - Customers Service Specialist 1-4
  - Technical Information Processing Specialist 1-4
  - Administrative Office Assistant
  - Medical Application Specialist (Health)
  - Administrative Specialist Supervisor (Health)
  - Administrative Staff Assistant
  - ~~Application Worker~~ Social Services Specialistand any other classification that the parties may agree to include during the course of negotiations.

## ADDENDUM B

### ADDENDUM A

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
7. **Negotiation Process.**
  - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
  - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
  - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
  - D. **Location.** Bargaining sessions will be held at downtown County facilities.
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

## ADDENDUM B

### ADDENDUM A

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
  - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
  - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

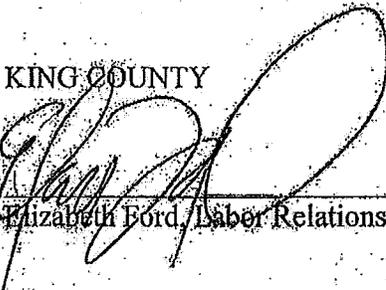
ADDENDUM B

ADDENDUM A

10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

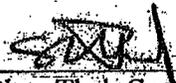
Dated this 30<sup>th</sup> day of September, 2008.

KING COUNTY



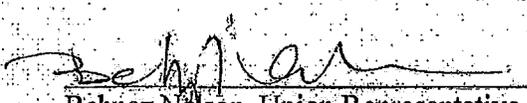
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



Spencer Nathan Thal, General Counsel

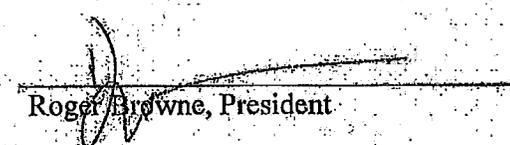
IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

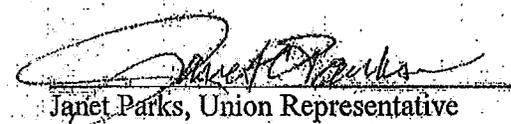
IFPTE, LOCAL 17

TECHNICAL EMPLOYEES ASSOCIATION

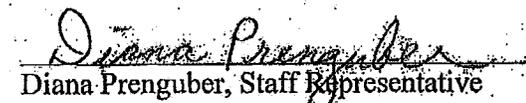


Roger Browne, President

WSCCCE, Council 2

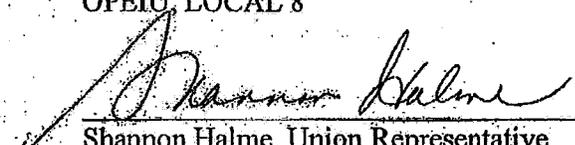


Janet Parks, Union Representative



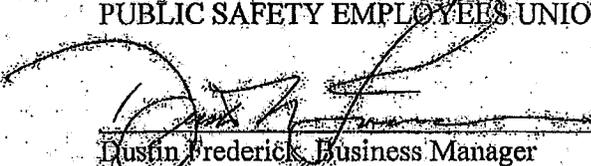
Diana Prenguber, Staff Representative

OPBIU, LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager