

**AGREEMENT BETWEEN
 KING COUNTY
 AND
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
 King County Department of Transportation – Transit Division Administrator I’s**

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AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
King County Department of Transportation – Transit Division Administrator I’s

ARTICLE 1: PREAMBLE

These Articles constitute an Agreement between King County (County) and Teamsters Local Union No. 117 (hereinafter referred to as the “Union”). The intent and purpose of this Agreement is to promote a collaborative relationship between the parties and to set forth the wages, hours and working conditions of such employees as covered by this Agreement.

ARTICLE 2: UNION RECOGNITION, MEMBERSHIP, SHOP STEWARDS

2.1 Union Recognition:

The County recognizes Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all regular full-time and regular part-time Administrator I’s employed in the Transit Division of the Department of Transportation who report to Transit Section Managers.

In recognizing the Union as the exclusive bargaining representative, the County agrees to not effect any change in the wages, benefits, or working conditions covered by the terms of the Agreement, except by mutual agreement with the Union.

2.2 Union Membership:

A. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee.

B. Employees covered by this Agreement who qualify for an exemption from the requirement for Union membership based on an employee’s bona fide religious belief shall contribute

1 an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the
2 Union. The Employee shall furnish the Union with written proof each month that such payments are
3 being made.

4 C. Failure by an employee to abide by the provisions of paragraphs A and B will
5 constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in A
6 and B, the Union will provide the employee and the County with seventy-two (72) hours notice of
7 intent to seek the discharge of the employee. During this period the employee may bring the amount
8 in arrears current to avoid discharge.

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

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

16 **2.3 Union Dues Deduction:**

17 A. Upon receipt of written authorization individually signed by a bargaining unit
18 member, the County will deduct from the pay of such employee the amount of dues, initiation fees,
19 assessments, and agency fees as certified by the Union.

20 B. The Union will indemnify and hold the County harmless against any claims made
21 and any suit instituted against the County on account of any collection of the dues for the Union. The
22 Union agrees to refund to the County any amounts paid to it in error on account of the collection
23 provision, upon presentation of proper evidence thereof.

24 **2.4 Shop Stewards, Union Activities and Representation:**

25 A. Union Representatives (Staff) may visit the work location of employees at
26 reasonable times for purpose of administering the terms of this Agreement. The Union shall
27 regularly submit a list of its designated representatives to the Department Management. Before
28 visiting the work location, the Union representative must contact the supervisor or manager of that

1 location to ensure that the worksite visit will not unduly interfere with normal operations at the
2 worksite.

3 **B.** The County agrees to recognize employees appointed and identified by the Union
4 as employee representatives. When it is necessary during a Union representative's work hours for
5 that Union representative to participate in County meetings (*i.e.*, investigatory interviews, Labor-
6 management meetings, negotiations, or grievance hearings) the Union representative shall be on paid
7 time. In no instance shall the release of the Union representative for this purpose interfere with
8 County operations. Release time shall be permitted for contract negotiations for a total of up to two
9 (2) people from the Transit Administrators bargaining unit to bargain the contract for the Transit
10 Administrators I bargaining unit.

11 **C.** The Union shall be allowed use of bulletin board space to post Union notices.
12 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and
13 remove Union materials, and only materials originating from the Union office and bearing the Union
14 logo or signed by a staff representative of the Union may be posted on the Union bulletin board
15 space. The Union shall be allowed to post electronic mail notices on the County system if the notices
16 meet the same requirements, provided they comply with King County Policies governing electronic
17 mail and internet use.

18 **D.** Employees who are designated by the Union as stewards and/or representatives of
19 the bargaining unit may make limited use of County telephones, FAX machines, copiers and similar
20 equipment for the purposes of contract administration. In addition, such employee representatives
21 may use the County electronic mail system for communications related to contract administration,
22 provided they comply with King County policies governing electronic mail and internet use. In no
23 circumstances shall use of the County equipment interfere with County operations.

24 **2.5 Maintenance of Working Conditions:**

25 The County recognizes its obligation to negotiate wages, hours and working conditions with
26 the Union.

27 **2.6 Application of Personnel Guidelines:**

28 The 2005 King County Personnel Guidelines shall apply to members of this bargaining unit

1 where this Agreement is silent or ambiguous.

2 **ARTICLE 3: RIGHTS OF MANAGEMENT**

3 The management of the County and the direction of the work force is vested exclusively in
4 the County, except as may be limited by the express written terms of this Agreement.

5 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

6 Neither the County nor the Union will discriminate against any individual with respect to
7 compensation, terms, conditions, or privileges of employment because of race, color, creed, religion,
8 national origin, age, ancestry, marital status, gender, sexual orientation or a sensory, mental or
9 physical disability, except as otherwise provided by law.

10 **ARTICLE 5: WORK STOPPAGES**

11 **5.1 No Work Stoppages:** The County and the Union agree that the public interest requires
12 efficient and uninterrupted performance of County services and to this end pledge their best efforts to
13 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or
14 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
15 assigned duties, sick leave absence which is not bona fide, or other interference with County
16 functions by employees under this Agreement and, should same occur, the Union agrees to take
17 appropriate steps to end such interference. Any concerted action by employees shall be deemed a
18 work stoppage if any of the above activities occur.

19 **5.2 Union's Responsibilities:** Upon notification in writing by the County to the Union that
20 any of its members are engaged in work stoppage, the Union shall immediately, in writing, order such
21 members to immediately cease engaging in such work stoppage and provide the County with a copy
22 of such order. In addition, if requested by the County, a responsible official of the Union shall
23 publicly order such employees to cease engaging in such a work stoppage.

24 **ARTICLE 6: PROBATION**

25 **6.1** Upon appointment as a regular employee to a job classification covered by this
26 Agreement, the employee will serve six (6) months probation. An employee returning to a job
27 classification in which the employee has already satisfactorily completed probation will not be
28 required to serve a new probation unless the employee has been out of the job classification for two

1 (2) or more years, or the employee is returning to the position due to a disciplinary demotion.

2 **6.2** An employee's probation may be extended by the County, with notification to the Union.

3 **ARTICLE 7: DISCIPLINE**

4 No employee who has completed the probationary period shall be disciplined except for just
5 cause. The County and the Union agree with the principle of progressive discipline, which may
6 include oral reprimands, written reprimands, suspension, demotion, and discharge, or alternative
7 forms of discipline as supported by just cause. Probationary employees are not subject to the
8 provisions of this Article.

9 **ARTICLE 8: HOLIDAYS**

10 **8.1 Holidays:** All employees shall be granted the following designated holidays with pay:

HOLIDAYS	
New Year's Day	January 1st
Martin Luther King, Jr., Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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24 And any special or limited holidays as declared by the President of the United States or the Governor
25 of the State of Washington, and as approved by the Council.

26 **8.2 Day of Observance:** For holidays falling on a Saturday, the Friday before shall be
27 observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed
28 as the holiday.

1 **8.3 Personal Holidays:** Personal holidays shall be administered through the vacation plan.

2 One (1) day shall be credited to the employee on the pay period that includes October 1 and one day
3 shall be credited to the employee on the pay period that includes November 1. These days shall be
4 used in the same manner as any vacation day earned.

5 **8.4 Holiday Compensation:**

6 A. Full-time employees who are eligible for holiday pay shall receive time and one-
7 half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in 8.1 above. This
8 holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)
9 straight time hours of holiday pay.

10 B. Part-time employees who are eligible for holiday pay and are assigned to work on
11 a holiday shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on a
12 holiday listed in 8.1 above. In addition, the employees shall receive holiday pay for holidays which
13 fall on regularly scheduled working days and the holiday pay shall be pro-rated based on the
14 employees' regularly scheduled working hours. Employees will not be compensated for holidays
15 falling on days that they are not regularly scheduled to work.

16 C. For those employees whose normal shift is longer than eight (8) hours in order to
17 receive their normal salary, shall be provided an option to either work additional hours in the pay
18 period or deduct hours from their annual leave bank.

1 **ARTICLE 9: VACATIONS**

2 **9.1 Accrual:** Employees shall be eligible for vacation leave benefits as described in this
3 Article except in those instances expressly provided:

Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
000 thru 060	0.0462 X Basis Hours	12
061 thru 096	0.0577 X Basis Hours	15
097 thru 120	0.0616 X Basis Hours	16
121 thru 192	0.0770 X Basis Hours	20
193 thru 204	0.0808 X Basis Hours	21
205 thru 216	0.0847 X Basis Hours	22
217 thru 228	0.0885 X Basis Hours	23
229 thru 240	0.0924 X Basis Hours	24
241 thru 252	0.0962 X Basis Hours	25
253 thru 264	0.1001 X Basis Hours	26
265 thru 276	0.1039 X Basis Hours	27
277 thru 288	0.1078 X Basis Hours	28
289 thru 300	0.1116 X Basis Hours	29
301 thru 9999999	0.1154 X Basis Hours	30

19 Employees shall accrue vacation leave from their date of hire in a leave eligible position.
20 Employees who are eligible for vacation leave and who work less than a full-time schedule shall
21 receive pro-rated leave to reflect his/her normally scheduled workweek.

22 **9.2 Accrual Maximum:** Employees eligible for vacation leave shall accrue vacation leave
23 from their date of hire in a leave eligible position. Employees who work less than a full-time
24 schedule shall receive a pro-rated leave to reflect his/her normally scheduled workweek. Employees
25 may accrue up to 480 hours of vacation leave. Employees must use vacation leave in excess of the
26 maximum accrual amount on or before the last day of the pay period that includes December 31 of
27 each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture
28 of the vacation leave beyond the maximum amount unless the manager/designee has approved a

1 carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as
2 may be in the best interests of the County.

3 **9.3 Vacation Payout:** Employees shall be paid for accrued vacation leave to their date of
4 separation up to the maximum accrual amount if they have successfully completed their first six (6)
5 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall
6 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of
7 leaving County employment less mandatory withholdings. If an employee leaves prior to successful
8 completion of the six months of County service, they shall forfeit and not be paid for accrued
9 vacation leave.

10 This vacation leave cash-out is subject to any determination by bargaining unit members to
11 have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon
12 retirement as a result of length of service, as set forth in the King County Code. Such determination
13 is applicable to all members of the bargaining unit.

14 **9.4 Partial Payments:** Employees may use vacation in half hour (1/2) increments.

15 **9.5 Limited use on Probation:** Employees who are in a probationary period as a result of
16 promotion shall be entitled to use vacation time accrued in their prior position while they are in a
17 probationary status in their new position subject to the approval of the manager/designee.

18 **9.6 Vacation rate on Return:** If a regular employee eligible for vacation leave resigns from
19 County employment in good standing or is laid off and subsequently returns to County employment
20 within two (2) years from such resignation or layoff, as applicable, the employee's prior County
21 service shall be counted in determining the vacation leave accrual rate under 9.1.

22 **ARTICLE 10: SICK LEAVE**

23 **10.1 Accrual:** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for
24 each hour in pay status. Employees shall accrue sick leave from their date of hire in a leave eligible
25 position. There is no limit to the amount of sick leave that an employee can accrue.

26 **10.2 Use:** Sick leave may be used in one half (1/2) hour increments in accordance with the
27 King County Personnel Guidelines and applicable laws. An employee may choose to use vacation or
28 other accrued leave time as an extension of sick leave when sick leave has been exhausted.

1 **10.3 Separation:** Separation from or termination of County employment except by reason of
2 retirement or layoff due to lack of work, funds, efficiency reasons or separation for nondisciplinary
3 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or
4 termination. Should the employee resign in good standing, be separated for nondisciplinary medical
5 reason or be laid off, and return to county employment within two years, accrued sick leave shall be
6 restored, but the restoration shall not apply where the former employment was in a term-limited
7 temporary position. This provision does not apply to retirees. If a retiree is rehired, the employee is
8 not entitled to have the un-cashed out 65 percent of his/her former sick leave balance reinstated.

9 **10.4 Cashout:** An employee who has at least five years of service and retires as a result of
10 length of service, or who terminates by reason of death, will receive (or the employee's estate will
11 receive) a cash payment equal to 35% of the employee's accrued sick leave multiplied by the
12 employee's salary rate in effect on the date of separation. This sick leave cash-out is subject to any
13 determination by bargaining unit members to have their funds placed in Voluntary Employee
14 Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth
15 in the King County Code. Such determination is applicable to all members of the bargaining unit.

16 **ARTICLE 11: OTHER LEAVES**

17 **11.1 Bereavement Leave:**

18 1. Employees eligible for leave benefits shall be entitled to three working days of
19 bereavement leave a year per occurrence due to death of members of their immediate family.

20 2. Employees who have exhausted their bereavement leave shall be entitled to use sick
21 leave in the amount of three days for each instance of death when death occurs to a member of the
22 employee's immediate family.

23 3. In cases of family death where no sick leave benefit is authorized or exists, an
24 employee may be granted leave without pay.

25 4. In the application of any of the foregoing provisions, holidays or regular days off
26 falling within the prescribed period of absence shall not be charged.

27 5. For the purposes of this section, immediate family means: The spouse, child, parent,
28 son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child, parent,

1 sibling, grandparent or grandchild of the spouse or domestic partner.

2 **11.2 Jury Duty/Subpoena:** An employee called for jury duty or subpoenaed may be
3 allowed the necessary leave with pay not to exceed forty (40) hours per week. The employee should
4 notify his/her supervisor immediately upon receiving notification of jury duty or subpoena. As the
5 employee will be paid by the Employer, compensation received from a jury function shall be
6 submitted to the Employer. Any payment for travel expenses will be reimbursed to the employee.
7 The employee shall make every effort to report to work in case of early excusal. This section does
8 not apply when the employee is a plaintiff or defendant.

9 **11.3 State and Federal Law:** To the extent that State and/or Federal Law provides a greater
10 benefit than the provisions of this Agreement, the State and/or Federal law shall apply.

11 **ARTICLE 12: MEDICAL, DENTAL, LIFE INSURANCE, AND OTHER BENEFIT PLANS**

12 The County will provide medical, dental and life insurance plans, as well as possibly other
13 benefit plans for all benefit eligible employees; such plans, including any changes thereto, to be as
14 negotiated by the County and the Union through the Joint Labor Management Insurance Committee.

15 **ARTICLE 13: WAGE RATES**

16 **13.1 Wage Rates.** Employees in the bargaining unit shall be paid according to the King
17 County Squared Table at the salary ranges listed in Addendum A.

18 **13.2 Total Compensation Agreement.** Upon full ratification of the Memorandum of
19 Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And
20 Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit
21 Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement
22 are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as
23 Addendum B.

24 **13.3 Step Increase and Merit Pay:** Existing County employees promoted into bargaining
25 unit positions shall be placed into a step providing a rate of pay not less than approximately 5%
26 above the previous rate of pay. Upon satisfactory completion of a six (6) month probationary period,
27 regular employees shall receive one (1) step (as established in Addendum A) increase.

28 Every employee who is not at the top of his or her schedule will advance within his/her salary

1 range one (1) step (as established in Addendum A) on January 1 of the following year. An employee
2 at the top of his or her schedule shall be eligible for merit increases according to the existing practice.

3 **ARTICLE 14: HOURS OF WORK AND OVERTIME**

4 **14.1 Hours of work:** The establishment of work schedules is vested solely within the
5 purview of the County and may be changed from time to time with two (2) weeks notice to the
6 employee, except by mutual agreement or in the case of an emergency. An employee may request an
7 alternative work schedule, which may include flexible work hours, compressed work weeks,
8 telecommuting and/or job share arrangements. Approval for an alternative work schedule must be
9 received from the employee's manager. The decision to allow an alternative work schedule is solely
10 within the County's discretion and approval may be revoked at any time.

11 **14.2 Overtime Payment:** Hourly employees shall be paid at an overtime rate of one and one
12 half times their regular rate of pay for all hours worked in excess of their regularly scheduled work
13 day or work week. An employee may request, and with approval of the manager/designee, may
14 receive compensatory time off in lieu of overtime pay. Such time shall be earned at the rate of one
15 and one-half (1-1/2) hours for each hour worked.

16 Unworked hours in a paid status (e.g., vacation, sick leave, and compensatory time off) shall
17 be counted toward the overtime eligibility threshold.

18 All overtime shall be authorized in advance by the division manager/designee in writing,
19 except in emergencies.

20 **ARTICLE 15: CONTRACTING OUT**

21 The Employer shall not contract out work performed and consistent with work performed by
22 members of the bargaining unit if the contracting of such work eliminates, reduces, or limits the
23 normal work load of the bargaining unit.

24 If, in order to secure funding for a specific project, the Employer is required to contract all or
25 part of the work to be performed due to limitations imposed by the funding agreement, such
26 contracting shall not be considered as a violation of the Agreement. In such instances, the Union
27 shall be officially notified in advance.

28 It is acknowledged by the parties that there is an overlap and similarities between the body of

1 work performed by employees of this bargaining unit and certain employees in other bargaining units
2 within the Transit Division.

3 **ARTICLE 16: REDUCTION IN FORCE**

4 **16.1 Layoff Process:** Employees who are laid off due to a lack of work and/or a shortage of
5 funds will be selected by inverse seniority within the bargaining unit.

6 **16.2 Seniority:** Seniority shall be defined as the employee's hire date with the County.

7 **16.3 Notice:** When elimination of a position will result in an employee being laid off, the
8 County will provide written notice to the Union and the affected employee at least 30 calendar days
9 prior to the effective date of the layoff.

10 **16.4. Recall:** An employee who is laid off will have recall rights to the position from which
11 he/she was laid off from for two (2) years from the effective date of the layoff. Should an employee
12 refuse an appointment to a position in his/her former classification or one at comparable rate of pay
13 during the recall period, he/she will forfeit all recall rights. It is the employee's responsibility to keep
14 the County apprised of her/his current address.

15 A laid off employee will be entitled to career counseling services through the County's
16 Referral and Placement Program.

17 **ARTICLE 17: DISPUTE RESOLUTION PROCEDURES**

18 **17.1 Nature of the Procedure:** Any dispute between the County and the Union, or between
19 the County and any employee covered by this Agreement concerning the interpretation, application,
20 claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

21 Every effort will be made to settle grievances at the lowest possible level of supervision.
22 Employees will be unimpeded and free from restraint, coercion, discrimination, or reprisal in seeking
23 adjudication of their grievance.

24 The County will attempt to hold grievance hearings during normal working hours.
25 Employees involved in such grievance hearings during their normal County working hours shall be
26 allowed to do so without suffering a loss in pay, including the grieving employee, any employee
27 involved as a witness and/or any employee representing the Union.

28 Unless otherwise indicated, days in this Article will mean calendar days. Any time limits

1 stipulated in the grievance procedure may be extended by mutual agreement in writing. If the County
2 fails to respond within the designated time frames, the Union may, at its option, continue to demand a
3 response, or pursue the grievance to the next step of the resolution process.

4 **17.2 Grievance Steps:** A grievance in the interest of a majority of the employees in the
5 bargaining unit shall be reduced to writing by the Union and may, at its discretion, be introduced at
6 Step 2 of the grievance procedure within twenty-one (21) days of the alleged violation or within
7 twenty-one (21) days of when the Union reasonably should have known of the alleged violation.

8 A grievance shall be processed in accordance with the following procedure:

9 **Step 1** - A grievance shall be submitted in writing by the Union or the employee, within
10 twenty (21) days of the alleged contract violation or within twenty-one (21) days of when the Union
11 reasonably should have known of the alleged violation to the grieving employee's immediate
12 supervisor. The grievance shall include a description of the incident, the date it occurred and the
13 applicable provision of the collective bargaining agreement. The parties agree to make every effort
14 to settle the grievance at this stage promptly. The immediate supervisor shall answer the grievance in
15 writing to the Union within fourteen (14) days after being notified of the grievance.

16 **Step 2** - If the grievance is not resolved at Step 1, it shall be forwarded to the Division
17 Manager or his/her designee within twenty-one (21) days of the Step 1 written response. The
18 Division Manager or his/her designee shall convene a meeting with the Union within twenty one (21)
19 days after receipt of the grievance. The meeting may include the aggrieved employee at their option.
20 The Division Manager or his/her designee shall answer the grievance in writing to the Union within
21 twenty-one (21) days after the meeting.

22 **Step 3** - The Union shall have fourteen (14) calendar days from the issuance of the Step 2
23 response to advance the grievance to Step 3, otherwise the grievance shall be presumed to be
24 resolved. The Union's request to advance the grievance to Step 3 must be made in writing to the
25 Director of the King County Office of Labor Relations or designee copying the Labor Negotiator.
26 The Union representative must sign the request to advance a grievance to Step 3.

27 The Director of the King County Office of Labor Relations or designee will schedule a
28 meeting with the Union representative and employee within thirty (30) calendar days of the referral to

1 Step 3. The Director or designee shall issue a written decision within fourteen (14) calendar days of
2 the Step 3 meeting.

3 **Step 4** - If the grievance is not resolved at Step 3, either of the signatory parties to this
4 agreement may submit the grievance to binding arbitration. Within thirty (30) days of the County's
5 Step 3 response either party may file a Demand for Arbitration. The Union's demand will be filed
6 with the Director of Labor Relations or designee. After the Demand for Arbitration is filed, the
7 County and the Union will meet to select by mutual agreement an arbitrator. If the parties are unable
8 to arrive at an agreement, either party may petition for a list of nine (9) arbitrators from the Public
9 Employment Relations Commission (PERC), after which an arbitrator shall be selected by the
10 alternate striking of names, the first strike to be determined by a coin flip.

11 **17.3 Arbitrator's authority:** In connection with any arbitration proceeding held pursuant to
12 this Agreement, it is understood as follows:

13 1) The arbitrator shall have no power to render a decision that will add to, subtract
14 from, alter, change or modify the terms of this Agreement, and their power shall be limited to the
15 interpretation or application of the express terms of this Agreement, and all other matters shall be
16 excluded from arbitration.

17 2) The decision of the arbitrator shall be final, conclusive and binding upon the
18 County, the Union and the employee involved.

19 3) The cost of the arbitrator shall be borne equally by the County and the Union, and
20 each party shall bear the cost of presenting its own case, including attorneys' fees, regardless of the
21 outcome of the case.

22 4) Unless otherwise agreed to in writing by the parties, the arbitrator's decision shall
23 be made in writing, and shall be issued to the parties within thirty (30) days after the case is
24 submitted to the arbitrator.

25 5) Any arbitrator selected under Step 3 shall function pursuant to the voluntary labor
26 arbitration regulations of the American Arbitration Association, unless otherwise agreed to in writing
27 by the parties.

28 **17.4 Mediation:** At any step in the process by mutual agreement the parties may submit the

1 dispute to mediation. If the mediation is not successful the grievance will be reinstated at the step it
2 was prior to submission to mediation.

3 **ARTICLE 18: SAVINGS CLAUSE**

4 Should any section of this Agreement or any addenda thereto be held invalid by operation of
5 law or by any court of competent jurisdiction, or should compliance with or enforcement of any
6 provision be restrained by such court, the remainder of this Agreement and addenda shall not be
7 affected thereby. Upon such invalidation, the parties agree to meet within thirty (30) calendar days
8 and negotiate any impacts. In the event the Employer and the Union are unable to mutually agree
9 upon language to replace that held invalid by law or court, the parties agree to resolve their
10 disagreement through the mediation and arbitration steps of the Dispute Resolution Procedures.

11 **ARTICLE 19: WAIVER AND COMPLETE AGREEMENT**

12 A. The Agreement expressed herein in writing constitutes the entire Agreement between the
13 parties and no express or implied or oral statements shall add to or supersede any of its provisions.

14 B. The parties acknowledge that during the negotiations which resulted in this Agreement,
15 each had the unlimited right and opportunity to make demands and proposals with respect to any
16 subject or matter appropriate for collective bargaining, and that the understanding and agreements
17 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
18 Therefore, the County and the Union, for the life of this Agreement, each voluntarily and
19 unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain
20 collectively with respect to any subject or matter.

21 C. Should the parties agree to amend or supplement the terms of this Agreement, such
22 amendments or supplements shall be in writing. No binding agreements, including but not limited to
23 memorandums of understanding, side letters, etc., involving the day-to-day administration of the
24 collective bargaining agreement or the bargaining relationships will be entered into with the
25 bargaining representative without the authorization of the Labor Relations Director or his/her
26 designee.

27 **ARTICLE 20: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

28 **20.1 Contributions:** As soon as practicable following the ratification of this agreement by

1 the Metropolitan King County Council, the County shall pay \$2.50 (two dollars and fifty cents) to the
2 Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining
3 unit for every hour for which compensation was paid, said amounts to be computed monthly. The
4 County will comply with the Uniformed Services Employment and Re-employment Rights Act
5 (USERRA) of 1994 in defining eligibility and establishing contribution rates for employees who are
6 eligible for pension contributions while absent from employment because of active military service.

7 **20.2 Wage Reduction:** All bargaining unit employees shall have their wage rate reduced by
8 the amount of the County's contribution on the employee's behalf pursuant to Section 20.1, above.

9 **20.3 Payments and Trust Rules:** The total amount due for each calendar month shall be
10 remitted in a lump sum not later than ten (10) business days after the close of the pay period that
11 includes the last business day of the month. The County agrees to abide by the rules established by
12 the Trustees of said Trust Fund to facilitate the accurate determination of hours for which
13 contributions are due, prompt and orderly collection, and accurate reporting and recording of amounts
14 paid.

15 **20.4 Termination from Employment:** Upon an employee's termination, King County shall
16 not deduct a Trust pension contribution from an employee's sick leave, vacation leave, or benefit
17 time cash-out. Upon an employee's termination, King County shall deduct a Trust pension
18 contribution from an employee's unused compensatory time accruals.

19 **ARTICLE 21: EMPLOYEE RIGHTS**

20 **21.1 Review of Personnel Files:** A copy of material placed into an employee's personnel
21 file(s) shall be provided to the employee at the time of its placement in the file.

22 Upon request, an Employee can schedule an appointment to review his/her personnel files.
23 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.
24 An Employee may also review and copy, upon request, any files to which s/he has a legal right to
25 access. Employees who challenge material included in their personnel files are permitted to insert
26 material relating to the challenge.

27 **21.2 Union Representation:** An Employee, at his/her request has the right to Union
28 representation at any meeting which she/he reasonably believes may lead to disciplinary action

1 against the Employee. If the employee requests Union representation in such a matter, the Employee
2 will be provided reasonable time to arrange for Union representation. The parties acknowledge that
3 in certain instances a reasonable time may be as little as that same day.

4 **21.3 Home Free Guarantee:** The County will operate a program to provide employees with
5 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,
6 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated
7 overtime that day which requires the employee to leave work at other than the employee's regularly
8 scheduled quit time. Determination of what constitutes a qualified emergency will be made at each
9 worksite by the employee designated by the County. Employees can exercise their home free
10 guarantee a maximum of eight (8) times per calendar year.

11 **21.4 Bus Pass:** Employees eligible for leave and insured benefits and eligible retirees as
12 defined in this section shall be issued a transit bus pass entitling the holder to ride without payment of
13 fare on public transportation services operated by or under the authority of the County. In addition,
14 such employees shall be entitled to use the transit bus pass to ride without payment of fare on public
15 transportation services operated by or under the authority of Pierce Transit, Kitsap Transit and
16 Community Transit, subject to agreements with such agencies as may be entered into by the
17 executive. Use of transit bus passes shall be restricted to such employees and retirees, and any
18 unauthorized use shall, at a minimum, result in forfeiture of the passes. Employees not eligible for
19 leave and insured benefits under this chapter shall not receive transit passes or any transit bus pass
20 subsidy.

21 For purposes of this section, "eligible retiree" means an employee eligible for leave and
22 insured benefits under this chapter who (1) separates from employment with the County while
23 holding a position determined by the director of the Department of Transportation to be dedicated
24 exclusively to the public transportation function, and (2) on the date of said separation is eligible to
25 receive benefits from a retirement system established pursuant to state law.

1 **ARTICLE 22: DURATION**

2 This Agreement and each of its provisions shall become effective upon completion of each
3 party's approval process and shall continue in force and effect from January 1, 2015 through
4 December 31, 2016.

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APPROVED this 17th day of August, 2015.

By: 
King County Executive

Teamsters Local Union No. 117, IBT


John Scearcy
Secretary-Treasurer

ADDENDUM A

International Brotherhood of Teamsters Local 117
Transit Administrator I, Interest Arbitration - DOT
Wages Effective January 1, 2015

Job Class Code	Peoplesoft Job Code	Classification Title	King County Squared Table Range	Steps*
2810100	281212	Administrator I	50	2-4-6-8-10

Employees occupy steps 2, 4, 6, 8, 10 of the above range and progress accordingly in pay ranges.

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.

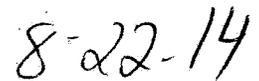
It is further agreed that:

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

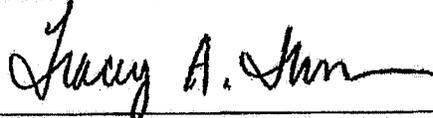
ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

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

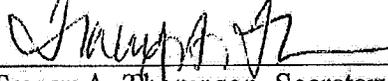
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

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.

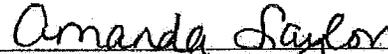
For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson, Secretary-Treasurer

4/25/11
Date

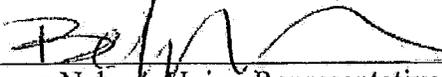
For Office & Professional Employees International Union, Local 8:



Amanda Saylor, Union Representative

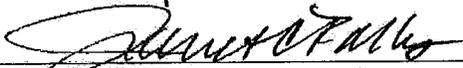
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Date

For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

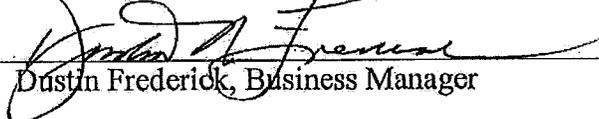
4/26/11
Date



Janet Parks, Union Representative

4/25/11
Date

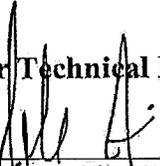
For Public Safety Employees Union:



Dustin Frederick, Business Manager

4/25/11
Date

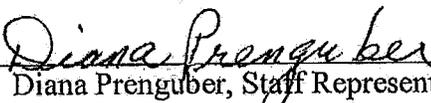
For Technical Employees Association:



Ade Franklin, President

4.27.11
Date

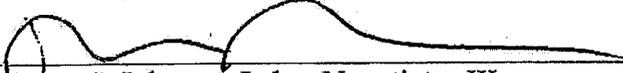
For Washington State Council of County and City Employees, Council 2:



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 engage 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 Specialist~~
 and 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**

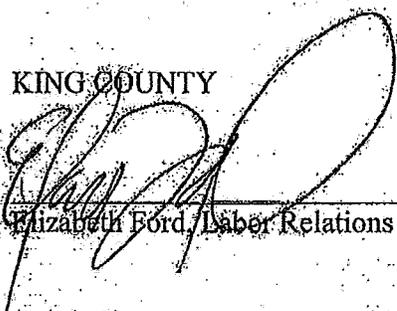
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations 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 30th day of September, 2008.

KING COUNTY

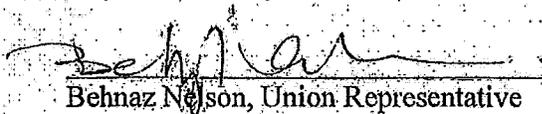


Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117


Spencer Nathan Thal, General Counsel

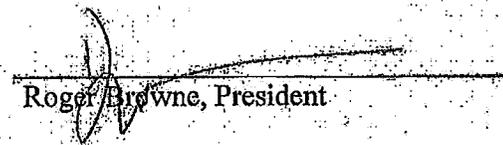
IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

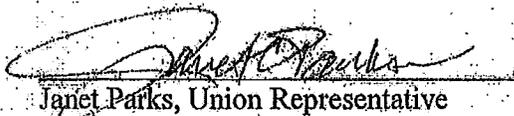
IFPTE, LOCAL 17

TECHNICAL EMPLOYEES ASSOCIATION

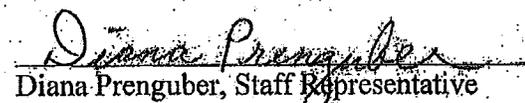


Roger Browne, President

WSCCCE, Council 2

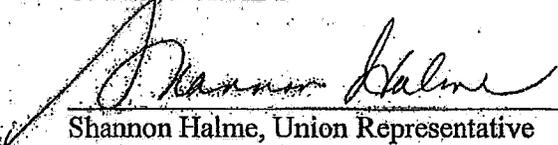


Janet Parks, Union Representative



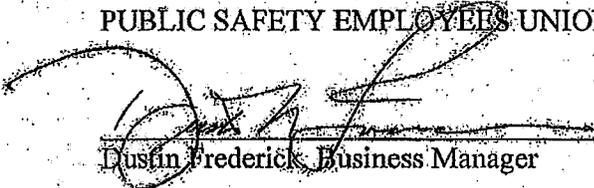
Diana Prenguber, Staff Representative

OPEIU LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager