

2008-202

# **COLLECTIVE BARGAINING AGREEMENT**

between

**KING COUNTY**

and

**International Brotherhood of Teamsters**

**Local 117**

Representing Employees in the King County Departments of:  
Executive Services, Natural Resources and Parks, and  
Transportation

**Professional & Technical Employees**

**Effective  
January 1, 2005 through December 31, 2007**

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**AGREEMENT**  
**By and Between**  
**King County**  
**And**  
**Teamsters Local Union No. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**  
**Professional & Technical Employees**  
**Term of Agreement**  
**January 1, 2005 - December 31, 2007**

ARTICLE 1:	PURPOSE.....	1
ARTICLE 2:	UNION RECOGNITION AND MEMBERSHIP.....	2
ARTICLE 3:	RIGHTS OF MANAGEMENT.....	4
ARTICLE 4:	HOLIDAYS.....	5
ARTICLE 5:	VACATIONS.....	7
ARTICLE 6:	SICK LEAVE.....	10
ARTICLE 7:	PAID LEAVES.....	15
ARTICLE 8:	WAGE RATES.....	20
ARTICLE 9:	OVERTIME.....	23
ARTICLE 10:	HOURS OF WORK.....	25
ARTICLE 11:	MEDICAL, DENTAL AND LIFE INSURANCE.....	27
ARTICLE 12:	MISCELLANEOUS.....	28
ARTICLE 13:	GRIEVANCE PROCEDURE.....	30
ARTICLE 14:	EQUAL EMPLOYMENT OPPORTUNITY.....	34
ARTICLE 15:	SAVINGS CLAUSE.....	35
ARTICLE 16:	WORK STOPPAGES AND EMPLOYER PROTECTION.....	36
ARTICLE 17:	WAIVER CLAUSE.....	37
ARTICLE 18:	REDUCTION-IN-FORCE/LAYOFF REHIRS.....	38
ARTICLE 19:	POSITION OPENINGS AND JOB BIDDING.....	41
ARTICLE 20:	DURATION.....	43

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**AGREEMENT**  
**BETWEEN**  
**TEAMSTERS LOCAL 117, INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**and**  
**KING COUNTY**  
**PROFESSIONAL & TECHNICAL EMPLOYEES**

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

**ARTICLE 1: PURPOSE**

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

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

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

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

14           Provided however, that nothing contained in this section shall require an employee to join said  
15 Union who can substantiate in accordance with case law bona fide religious tenets or teachings that  
16 prohibits the payment of dues or initiation fees to Union organizations. Such employee shall pay an  
17 amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to a  
18 non-religious charity mutually agreed upon by the employee affected and the Union to which such  
19 public employee would otherwise pay the dues and initiation fee. The public employee shall furnish  
20 proof to the Union each month that such payment has been made.

21           Employees outside of the bargaining unit may be temporarily assigned to work within the  
22 bargaining unit for a period not to exceed thirty (30) days.

23           **Section 2.3** The County shall not contract out work which the members of the Union have  
24 historically performed unless it is required by law or is a business necessity due to an emergency  
25 situation or to augment the workforce on a short-term, temporary basis. Except for emergency  
26 situations, the County shall provide notice to the Union of its intent to contract out and, upon request,  
27 bargain the decision and/or effects of that decision. Except as provided herein, under no  
28 circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit

1 work. Nothing in this provision shall limit what the County has historically contracted out, and no  
2 jobs will be eliminated due to contracting out.

3 **Section 2.4 Dues Deduction:** Upon receipt of written authorization individually signed by a  
4 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
5 of dues and initiation fee or the appropriate fair share payment for temporary employees, as certified  
6 by the Secretary-Treasurer of the Union, and shall transmit the same to the Secretary-Treasurer of the  
7 Union.

8 The Union will indemnify, defend and hold the County harmless against any claims made and  
9 against any suit instituted against the County on account of any check-off of dues for the Union. The  
10 Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
11 provision upon presentation of proper evidence thereof.

12 **Section 2.5** The County will require all new employees hired, transferred, or promoted into a  
13 position included in the bargaining unit to complete a form to inform the Union of their hire. One  
14 copy of the form will be retained by County payroll, one copy of the form will be given to the  
15 employee and the original will be sent to the Union. The County will notify the Union of any  
16 employee leaving the bargaining unit.

17 **Section 2.6** The County will transmit to the Union a current listing of all employees in the  
18 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per  
19 calendar year. For all employees performing bargaining unit work, the list shall include the name of  
20 the employee, classification, home address, department and salary.

21 **Section 2.7** Failure by an employee to satisfy the requirements of Section 2 shall constitute  
22 cause for dismissal; provided that King County has no duty to act until the Union makes a written  
23 request for discharge and verifies that the employee received written notification of the delinquency  
24 including the amount owing, the method of calculation, and notification that non-payment after a  
25 period of no less than seven (7) days will result in discharge by the County. A copy of each written  
26 notification shall be mailed to the County concurrent with its mailing to the employee.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

5           **Section 3.2** The County shall have the right to discipline and discharge for just cause, the  
6 right to layoff employees for lack of work or funds; or for the occurrence of conditions beyond the  
7 control of the County; or when such continuation of work would be wasteful and unproductive. The  
8 County shall further have the right to hire, appoint, promote, train, assign and direct the workforce;  
9 develop and modify classification specifications, allocate positions to those classifications, determine  
10 reasonable schedules of work, schedule overtime work, and to establish the methods and processes by  
11 which work is performed, the right to establish reasonable rules; and the right to take whatever  
12 actions are necessary in emergencies in order to assure the proper functioning of the Department.

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1 **ARTICLE 4: HOLIDAYS**

2 **Section 4.1** Employees covered by this Labor Agreement shall be eligible for holidays with  
3 pay as provided by King County Code 3.12.230. Should King County Code be revised, the Union  
4 shall be advised of such revision and if after bargaining regarding the revision, the Union wishes to  
5 adopt such revision, it shall become part of the Labor Agreement.

6 a) Regular, probationary, provisional and term-limited temporary employees shall be  
7 granted the following holidays with pay:

8

9 New Year's Day	January 1st
10 Martin Luther King Jr.'s Birthday	Third Monday in January
11 Presidents' Day	Third Monday in February
12 Memorial Day	Last Monday in May
13 Independence Day	July 4th
14 Labor Day	First Monday in September
15 Veterans' Day	November 11th
16 Thanksgiving Day	Fourth Thursday in Nov.
17 Day after Thanksgiving	
18 Christmas Day	December 25th
19 Two (2) Personal Holidays	

20

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

23 **Section 4.2** For holidays falling on a Saturday, the Friday before shall be a paid holiday. For  
24 holidays falling on a Sunday, the Monday following shall be a paid holiday.

25 **Section 4.3** Personal holidays shall be administered through the vacation plan. One (1) day  
26 shall be available for use on the first of October and one (1) on the first day of November each year.

27 **Section 4.4** In addition to the aforementioned holiday benefits provided in King County Code  
28 3.12.230, this Labor Agreement shall provide for the following:

1           A. Holidays paid for but not worked shall be recognized as time worked for the  
2 purpose of determining weekly overtime.

3           B. An employee must be in a pay status, either the employee's scheduled work day  
4 before, or employee's scheduled working day after a holiday in order to receive holiday pay. An  
5 employee leaving County employment the day prior to the holiday shall not receive holiday pay.

6           C. Work performed by overtime eligible employees on holidays shall be paid at one  
7 and one-half (1-1/2) times the regular rate in addition to the regular holiday pay.

8           D. Holiday pay shall be based on the number of hours the employee would normally  
9 have worked on the day the holiday occurs, up to a maximum of eight (8) hours for regular full-time  
10 employees with a 40 hour week, or seven (7) hours for regular full-time employees with a 35 hour  
11 work week. Hourly employees on flex or alternative work schedules shall be allowed to adjust their  
12 schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours  
13 for that work week. Part-time regular employees shall receive pro rated holiday pay based on their  
14 normal hours of work per week in relation to a full-time schedule of 35 or 40 hours.

15           E. Hourly employees on alternative work schedules/flextime (working four days in  
16 five, or nine days in ten) who take holiday time off in excess of the 7 or 8 hours of holiday provided,  
17 and who do not adjust their work schedules as provided in D. above shall make up the difference  
18 using accrued vacation time or leave without pay.

19           F. If a holiday falls on an employee's regular day off, due to an alternative or flex  
20 work schedule, the employee will be entitled to paid time off equivalent to the holiday, to be  
21 scheduled by mutual agreement with the supervisor within the same pay period when the holiday  
22 occurs.

1 **ARTICLE 5: VACATIONS**

2           **Section 5.1** Employees covered by this Labor Agreement shall be eligible for vacations with  
3 pay as provided by King County Code 3.12.190. Should King County Code be revised, the Union  
4 shall be advised of such revision and if after bargaining regarding the revision, the Union wishes to  
5 adopt such revision, it shall become part of the Labor Agreement.

6           A. Regular, probationary, provisional and term-limited temporary employees shall  
7 accrue vacation leave for each hour in regular pay status exclusive of overtime as described in the  
8 following table:

9

Full Years of Service		Maximum Total Days
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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26           B. Employees eligible for leave shall accrue vacation leave from their date of hire in a  
27 leave eligible position.

28           C. Employees eligible for leave shall not be eligible to take or be paid for vacation

1 leave until they have successfully completed their first six (6) months of County service in a leave  
2 eligible position, and if they leave County employment prior to successfully completing their first six  
3 (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

4           **D.** Employees eligible for leave shall be paid for accrued vacation leave to their date  
5 of separation up to the maximum accrual amount if they have successfully completed their first six  
6 months of County service. Payment shall be the accrued vacation leave multiplied by the employee's  
7 regular base rate of pay in effect upon the date of leaving County employment less mandatory  
8 withholdings.

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

11           **F.** No employee eligible for leave shall work for compensation for the County in any  
12 capacity during the time that the employee is on vacation leave.

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

18           **H.** If an employee resigns from a full-time regular or part-time regular position or is  
19 laid off and subsequently returns to County employment within two years from such resignation or  
20 layoff, as applicable, the employee's prior County service shall be counted in determining the  
21 vacation leave accrual rate under Section A.

22           **Section 5.2** In addition to the aforementioned vacation benefits provided in King County  
23 Code 3.12.190, this Labor Agreement shall provide for the following:

24           **A.** Overtime eligible employees may use vacation leave in one-quarter (1/4) hour  
25 increments, at the discretion of the manager.

26           **B.** Employees eligible for leave may accrue up to sixty (60) days (480 hours) of  
27 vacation. The maximum is 420 hours for 35 hour per week employees. Leave eligible part time  
28 employees may accrue vacation leave pro rated to reflect their normally scheduled work week. Leave

1 eligible employees shall continue to accrue vacation in excess of the maximum during the calendar  
2 year in which they reach the maximum; however they must use vacation leave beyond the maximum  
3 accrual amount on or before December 31 of each year. Employees who leave King County  
4 employment for any reason will be paid for their unused vacation up to the maximum specified  
5 herein. Employees shall forfeit the excess accrual on December 31st of each year; unless the  
6 employee has received approval in accordance with County policies and procedures to carry over  
7 excess vacation accrual into the following year

8           C. The Manager shall be responsible for establishing a vacation schedule that  
9 maximizes employee vacation opportunities while achieving the efficient functioning of the unit.  
10 Employees are encouraged to submit vacation requests as far in advance as possible. Managers will  
11 respond at the earliest opportunity, but no more than ten working days after employee vacation  
12 requests.

13           D. Business needs within divisions and work groups affect how management responds  
14 to employee vacation requests. Labor Management Committees are an appropriate forum for  
15 discussion of policies and procedures for vacation approval.

1 **ARTICLE 6: SICK LEAVE**

2       **Section 6.1** Employees covered by this Labor Agreement shall be eligible for sick leave  
3 benefits as provided by King County Code 3.12.220. Should King County Code be revised, the  
4 Union shall be advised of such revision and if after bargaining regarding the revision, the Union  
5 wishes to adopt such revision, it shall become part of the Labor Agreement.

6       **Section 6.2** Regular, provisional, probationary and term-limited temporary employees shall  
7 accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status excluding  
8 overtime up to a maximum of eight (8) hours per month. Sick leave shall not begin to accrue until  
9 the first of the month following the month in which the employee commenced employment. The  
10 employee is not entitled to sick leave if not previously earned. If the County adopts a payroll system  
11 that allows sick leave accruals to begin the first day of employment, such change shall become  
12 effective immediately.

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

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

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

26       **Section 6.6** Employees eligible to accrue leave and who have successfully completed at least  
27 five years of County service and who retire as a result of length of service or who terminate by reason  
28 of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an

1 amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the  
2 employee's rate of pay in effect upon the date of leaving County employment less mandatory  
3 withholdings.

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

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

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

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

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

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

24           D. Exposure to contagious diseases and resulting quarantine.

25           E. A female employee's temporary disability caused by or contributed to by  
26 pregnancy and childbirth.

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

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

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

5           I. To care for other family members, if:

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

8                 2. the family member is the employee's spouse or domestic partner, the  
9 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
10 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
11 employee, the employee's spouse or domestic partner; and

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

13                     a) the birth of a son or daughter and care of the newborn child, or  
14 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
15 within twelve months of the birth, adoption or placement;

16                     b) the care of the employee's child or child of the employee's spouse  
17 or domestic partner whose illness or health condition requires treatment or supervision by the  
18 employee; or

19                     c) Care of a family member who suffers from a serious health  
20 condition.

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

23           **Section 6.9** An employee may take a total of up to eighteen weeks unpaid leave for his or her  
24 own serious health condition, and for family reasons as provided in Sections 6.8.G and 6.8.I  
25 combined, within a twelve month period. The leave may be continuous, which is consecutive days or  
26 weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject  
27 to the following conditions:

28                 A. When leave is taken after the birth or placement of a child for adoption or foster

1 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by  
2 the employee's appointing authority.

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

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

11 **Section 6.10** Use of donated leave shall run concurrently with the eighteen work week family  
12 medical leave entitlement.

13 **Section 6.11** The County shall continue its contribution toward health care during any unpaid  
14 leave taken under Section 9.

15 **Section 6.12** An employee who returns from unpaid family or medical leave within the time  
16 provided in this Article is entitled, subject to bona fide layoff provisions, to:

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

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

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

21 **Section 6.13** Failure to return to work by the expiration date of the leave of absence may be  
22 cause for removal and result in termination of the employee from County service.

23 **Section 6.14** In addition to the aforementioned sick leave benefits provided in King County  
24 Code 3.12.220, this Labor Agreement shall provide for the following:

25 A. Division management and employees are responsible for the proper administration  
26 of the sick leave benefit.

27 B. Overtime eligible employees may use sick leave in one-quarter (1/4) hour  
28 increments, at the discretion of the manager/designee.

1           **Section 6.15** Hourly employees who use sixteen (16) hours or less of sick leave in a payroll  
2 year (as reflected on the December 20th or last paycheck of the year) will be eligible to convert up to  
3 sixteen (16) hours of sick leave to vacation hours. Employees must request such conversion no later  
4 than January 31 of the following year.

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1 **ARTICLE 7: PAID LEAVES**

2           **Section 7.1** Employees covered by this Labor Agreement shall be eligible for the following  
3 paid leave benefits as provided for in King County Code 3.12.210, 3.12.215, 3.12.223, 3.12.225,  
4 3.12.240, 3.12.260. Should King County Code be revised, the Union shall be advised of such  
5 revision and if after bargaining regarding the revision, the Union wishes to adopt such revision, it  
6 shall become part of this Labor Agreement.

7           **Section 7.2 Bereavement Leave (KCC 3.12.210):**

8           A. Employees eligible for paid leaves shall be entitled to three (3) working days of  
9 bereavement leave per occurrence, due to death of members of their immediate family.

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

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

15           D. In the application of any of the foregoing provisions, when a holiday or regular day  
16 off falls within the prescribed period of absence, it shall not be charged against the employee's sick  
17 leave account nor bereavement leave credit.

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

22           **Section 7.3 Organ Donor Leave (KCC 3.12.215):**

23           1. The appointing authority shall allow employees eligible for family leave, sick leave,  
24 vacation leave or leave of absence without pay who are voluntarily participating as donors in life-  
25 giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney  
26 transplants, or blood transfusions to take five days paid leave without having such leave charged to  
27 family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee  
28 shall:

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

5 b) Provide written proof from an accredited medical institution, organization  
6 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or  
7 tissue or to participate in any other medical procedure where the participation of the donor is unique  
8 or critical to a successful outcome.

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

11 **Section 7.4 Donation of Leaves (KCC 3.12.223):**

12 1. Vacation leave hours.

13 a) Any employee eligible for leave benefits may donate a portion of his or her  
14 accrued vacation leave to another employee eligible for leave benefits. Such donation will occur  
15 upon written request to and approval of the donating and receiving employees' department  
16 director(s), except that requests for vacation donation made for the purposes of supplementing the  
17 sick leave benefits of the receiving employee shall not be denied unless approval would result in a  
18 departmental hardship for the receiving department.

19 b) The number of hours donated shall not exceed the donor's accrued vacation  
20 credit as of the date of the request. No donation of vacation hours shall be permitted where it would  
21 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

22 c) Donated vacation leave hours must be used within ninety calendar days  
23 following the date of donation. Donated hours not used within ninety days or due to the death of the  
24 receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from  
25 vacation leave payoff provisions contained in Article 5. For purposes of this section, the first hours  
26 used by an employee shall be accrued vacation leave hours.

27 2. Sick leave hours.

28 a) Any employee eligible for leave benefits may donate a portion of his or her

1 accrued sick leave to another employee eligible for leave benefits upon written notice to the donating  
2 and receiving employees' department director(s).

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

6                   c) Donated sick leave hours must be used within ninety calendar days.  
7 Donated hours not used within ninety days or due to the death of the receiving employee shall revert  
8 to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions  
9 contained in Article 6, and sick leave restoration provisions contained in Article 6. For purposes of  
10 this section, the first hours used by an employee shall be accrued sick leave hours.

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

14                   4. All vacation and sick leave hours donated shall be converted to a dollar value based  
15 on the donor's straight time hourly rate at the time of donation. Such dollar value will then be  
16 divided by the receiving employee's hourly rate to determine the actual number of hours received.  
17 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time  
18 hourly rate at the time of reconversion.

19                   **Section 7.5 Leave for School Volunteer Service (KCC 3.12.225):**

20                   The division manager shall allow the use of up to three days of sick leave each year to allow  
21 employees to perform volunteer services at the school attended by the employee's child, the  
22 employee's grandchild, the child of the employee's domestic partner, or child that resides in the  
23 employee's home. Employees requesting to use sick leave for this purpose shall submit such request  
24 in writing specifying the name of the school and the nature of the volunteer services to be performed.

25                   **Section 7.6 Jury Duty (KCC 3.12.240):**

26                   Any employee eligible for leave benefits who is ordered on a jury shall be entitled to his or her  
27 regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with  
28 the Finance Division of the Department of Executive Services. Employees shall report back to their

1 work supervisor when dismissed from jury service.

2 **Section 7.7 Military Leave (KCC 3.12.260):**

3 A leave of absence for active military duty or active military training duty shall be granted to  
4 eligible employees in accordance with applicable provisions of state and/or federal law; provided, that  
5 a request for such leave shall be submitted to the appointing authority in writing by the employee and  
6 accompanied by a validated copy of military orders ordering such active duty or active training duty.

7 **Section 7.8 Unpaid Leaves of Absence**

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

10 **B. Long-Term Leaves of Absence.** The Manager of the Human Resources Division  
11 of the Department of Executive Services may grant a request for a leave of absence for a period  
12 longer than sixty (60) days with the favorable recommendation of the applicable Department Director.  
13 Long-Term leaves may be conditional or unconditional, with any conditions set forth in writing at the  
14 time that the leave is approved.

15 **C.** Leaves specified in a) and b) above shall not be unduly denied.

16 **Section 7.9 Executive Leave:** Regular career service employees covered by this Agreement  
17 who are in positions that are exempt from the overtime provisions of the federal Fair Labor Standards  
18 Act will be entitled to up to three days of paid Executive Leave per calendar year for the duration of  
19 this Agreement, under the following conditions:

20 **A.** Employees who are employed in a bargaining unit position on January 1, 2005,  
21 shall be allowed three days of Executive Leave for use during 2005; those who are employed in a  
22 bargaining unit position after the effective date but before September 1, 2005 shall be allowed two  
23 days Executive Leave for use during 2005; those employed in a bargaining unit position on or before  
24 June 1, 2006 shall be allowed three days of Executive Leave for use during 2006; those who are  
25 employed in a bargaining unit position after June 1, but before September 1, 2006 shall be allowed  
26 two days Executive Leave for use during 2006; those employees who were employed in a bargaining  
27 unit position on or before June 1, 2007, shall be allowed three days Executive Leave for use during  
28 2007; those employees who were employed in a bargaining unit position after June 1 but before

1 September 1, 2007, shall be allowed two days of Executive Leave for use during 2007.

2           **B.** There will be no cashout or carryover of unused Executive Leave to the following  
3 year;

4           **C.** Executive Leave will not be guaranteed to a probationary employee or to an  
5 employee whose most recent performance evaluation has an overall rating less than satisfactory, but  
6 may be granted at the discretion of management;

7           **D.** This section does not constitute a grant of Executive Leave after the expiration  
8 date of this Agreement;

9           **E.** Additional days of Executive Leave may be granted at the discretion of  
10 management pursuant to Executive Policy PER 8-1-1.

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1 **ARTICLE 8. WAGE RATES**

2 **Section 8.1 New Employees**

3 New employees shall be hired at Step 1 of their respective pay range or at a higher Step at  
4 management's discretion and advanced to the next Step after completion of a six (6) month period.  
5 Advancement to the next Step upon successful completion of an extended probationary period shall  
6 be made retroactive to the start of the seventh (7th) month of employment.

7 **Section 8.2 Annual Step Increase**

8 Employees shall automatically advance to the next salary step annually on January 1, except  
9 for employees in their first six (6) months, who shall advance from their entrance step to the step  
10 increment granted upon completion of their first six (6) months, and annually on January 1 thereafter.

11 Exception: Career service employees in the Department of Public Health and the Department  
12 of Natural Resources and Parks shall receive step increases as provided in the King County Merit  
13 Pay Plan, effective January 1, 2005 and each year thereafter.

14 **Section 8.3 Work Out of Class/Acting Assignment**

15 In the event an employee is assigned, in writing, to perform duties of a higher classification,  
16 he/she shall be paid for all time so assigned in excess of one (1) day at the first pay step of the higher  
17 classification or at the step which is the equivalent of two steps (approximately five per cent) more  
18 than the employee's previous salary step, whichever is greater, but not to exceed the top step of the  
19 new range. If the employee's former salary step includes an above-step-ten amount as a merit  
20 increase, the out-of-class pay shall be based on the above-step-ten amount as long as the employee  
21 qualifies for merit pay.

22 If an employee works out of class for 12 consecutive months, the employee and/or the union  
23 may submit a Position Description Questionnaire (PDQ), with a request for consideration of  
24 reallocating the employee's position to the higher class. The PDQ shall be submitted to the  
25 employee's departmental human resources manager for transmittal to the Human Resources Division  
26 of the Department of Executive Services (DES). The departmental human resources manager shall  
27 transmit the PDQ as soon as practical, but no more than 60 calendar days after submission of the  
28 PDQ. Exception: employees who work out of class as an acting appointment to temporarily replace

1 another employee on a leave of absence are not eligible to be considered for reallocation.

2 **Section 8.4 Shift Differential**

3 A shift differential of \$0.75 per hour for all hours worked shall apply to employees who work  
4 a regularly scheduled second shift or a regularly scheduled third shift. Employees working alternative  
5 work schedules such as referenced in Article 10, Section 2, are not eligible for shift differential unless  
6 their normal schedule is second or third shift.

7 **Section 8.5 Cost of Living Adjustment**

8 A. Effective January 1, 2005, the salary in effect on December 31, 2004, for each  
9 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
10 Cities, September to September Index. In no event shall such increase be less than a minimum of two  
11 percent (2%) of the salary in effect on December 31, 2004, for each employee in the bargaining unit  
12 nor greater than a maximum of six percent (6%). Should King County adopt a policy implementing a  
13 new CPI Index impacting non-interest arbitration eligible employees, the Union shall be advised of  
14 such revision, and if after bargaining regarding the revision, the Union wishes to adopt such revision,  
15 it shall become part of the Labor Agreement.

16 B. Effective January 1, 2006, the salary in effect on December 31, 2005, for each  
17 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
18 Cities, September to September Index. In no event shall such increase be less than a minimum of two  
19 percent (2%) of the salary in effect on December 31, 2005, for each employee in the bargaining unit  
20 nor greater than a maximum of six percent (6%).

21 C. Effective January 1, 2007, the salary in effect on December 31, 2006, for each  
22 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
23 Cities, September to September Index. In no event shall such increase be less than a minimum of two  
24 percent (2%) of the salary in effect on December 31, 2006, for each employee in the bargaining unit  
25 nor greater than a maximum of six percent (6%). Should King County adopt a policy implementing a  
26 new CPI Index impacting non-interest arbitration eligible employees, the Union shall be advised of  
27 such revision, and if after bargaining regarding the revision, the Union wishes to adopt such revision,  
28 it shall become part of the Labor Agreement.

1           **Section 8.6 Payroll Period:** The County may implement a bi-weekly pay period for any  
2 employees covered by this Agreement. The County agrees to provide at least 60 days notice to the  
3 affected employees and the Union. The County acknowledges its obligation to negotiate the effects  
4 of such implementation if the Union requests.

5           **Section 8.7 Professional Certification Premium:** Employees in the classification of Safety  
6 and Health Administrator IV who are required to hold the certification of Certified Safety  
7 Professional or Certified Industrial Hygienist, and who perform work assignments for multiple  
8 County departments, shall receive a premium of seven and one-half per cent (7.5%) of regular pay for  
9 all compensated hours.

10           **Section 8.8 Application of Pay Ranges as a Result of Collective Bargaining with Other**  
11 **Unions:** The parties agree that should the County enter into any agreement with a union or otherwise  
12 compensate employees in the classifications listed in Addendum A of this Agreement at a higher  
13 salary range than that agreed upon for bargaining unit members covered by this Agreement, the  
14 Agreement may be reopened by the parties for the purpose of negotiating the application of the higher  
15 salary range for employees covered by this Agreement. The parties agree that an award of higher  
16 compensation by an interest arbitrator is specifically excluded from the terms of this Section.

1 **ARTICLE 9: OVERTIME**

2       **Section 9.1** All work performed over forty (40) hours in any one (1) week or in excess of an  
3 overtime eligible employee's scheduled work shift of at least eight (8) hours in one (1) day shall be  
4 considered as overtime. Overtime eligible employees whose scheduled shift is less than eight hours  
5 will receive straight-time pay for all work in excess of the shift up to eight hours, and will receive  
6 overtime pay after eight (8) hours in one day.

7       **Section 9.1.1** If an overtime eligible employee is required to work on a scheduled day off, the  
8 employee will be paid at the overtime rate for time worked in excess of forty (40) compensated hours  
9 in the work week, excluding sick leave.

10       **Section 9.1.2** If the employee requests and the supervisor approves, employees may be  
11 granted compensatory time at the rate of one and one-half times overtime hours worked, in lieu of  
12 overtime pay. Employees may carry a maximum balance of 80 hours compensatory time.  
13 Compensatory time may be taken as paid time off, to be requested and approved as for vacation leave.

14       **Section 9.2** A minimum of four (4) hours at overtime rate shall be allowed for each call out.  
15 Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime  
16 rates. Shift extensions do not constitute "call outs." Scheduled training shall not be considered "call  
17 out" when training is scheduled within one hour of the beginning or end of the employee's work shift.  
18 Employees shall be compensated for training only for actual time spent in scheduled training.

19       **Section 9.3** All overtime shall be authorized in advance by the division manager or the  
20 employee's supervisor, except in emergencies. With respect to emergency situations, the employee  
21 shall make every reasonable effort to contact a supervisor prior to engaging in the work. Saturday  
22 and Sunday work is not overtime when it is a regularly scheduled work day for the individual.

23       **Section 9.4** If any provision of this article conflicts with minimum standards established by  
24 Federal or State law, then that provision shall be automatically amended to provide the minimum  
25 standards.

26       **Section 9.5 Standby Pay:** An overtime eligible employee assigned in writing standby status  
27 shall receive 10% of the employee's base hourly rate of pay for each hour on standby. An employee  
28 who is not assigned in writing to standby status shall not be required to respond to cellular

1 telephones, radios, or pagers during off-duty hours.

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1 **ARTICLE 10: HOURS OF WORK**

2       **Section 10.1** The standard work week shall consist of between thirty five (35) to forty (40)  
3 hours within a seven (7) consecutive day period, exclusive of lunch periods.

4       Any employee shall be given the opportunity to work a 35 or 40 hour work schedule and the  
5 employer shall grant such a request provided that the employee choice does not adversely impact the  
6 operation of the department or the job security of other departmental (bargaining unit) employees.

7       Any bargaining unit member who is on a 35 hour workweek prior to date of ratification may  
8 decline the employer's request for a scheduled 40 hour work week. It is understood that the employer  
9 may request employees to work in excess of the regularly scheduled hours on a temporary basis.

10       Any vacant position may be posted as a 35 or 40 hour scheduled position.

11       **Section 10.2** Generally, the working hours of each day shift shall be between 6:00 a.m. and  
12 7:00 p.m. unless the operational needs of the department or of the particular assignment dictate  
13 otherwise, or unless adjusted to accommodate alternative work schedules/flex time schedule which  
14 may be requested by employees. The establishment of reasonable work schedules is vested within the  
15 purview of the department management and may be changed from time to time; provided, that a two  
16 (2) week notice is given to all affected employees, except in exigent circumstances. Requests for  
17 work schedules will not be unreasonably rescinded or denied. The County agrees to make a good  
18 faith effort to accommodate employees' requests for alternative work schedules/flex time, consistent  
19 with efficient and effective County operations.

20       **Section 10.3** Where the County and the Union on behalf of an employee are mutually  
21 agreeable to a telecommuting arrangement, the parties shall meet and document the terms of such  
22 agreement. Such arrangements shall be in accordance with King County Administrative Policy on  
23 Telecommuting, PER 18-4 (AEP), effective October 15, 2001, and will be approved when in the best  
24 interests of the County and the employee.

25       **Section 10.4** Employees covered by this Agreement shall be provided with one paid, 15-  
26 minute rest period during each half of their regularly scheduled full-time workday; or one paid 15-  
27 minute break for a work day of five hours or less.

28       **Section 10.5** Employees covered by this Agreement shall be provided with an unpaid meal

1 time which shall not exceed one (1) hour.

2           **Section 10.6** An employee who elected to be designated as hourly is entitled to retain the  
3 hourly status (and 35-hour work week, if elected) if the position is reallocated to a different job class,  
4 and the employee remains the incumbent in the reallocated position. An employee who has elected to  
5 retain the hourly designation may retain the elected designation and work week when transferred at  
6 the County's initiative into a different, FLSA-exempt position. An employee who takes a different  
7 position as a result of bumping or reduction in force may be allowed at management's discretion to  
8 retain an hourly election.

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1 **ARTICLE 11: MEDICAL, DENTAL & LIFE INSURANCE**

2           The County will provide a medical, dental and life insurance plan for all benefit eligible  
3 employees; such plans, including any changes thereto, to be as negotiated by the County and the  
4 Union through the Joint Labor-Management Insurance Committee.

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1 **ARTICLE 12: MISCELLANEOUS**

2 **Section 12.1** An employee elected or appointed to office in the Union which requires a part  
3 or all of their time shall be given leave of absence up to one (1) year without pay upon application.

4 **Section 12.2** All employees who have been authorized to use their own transportation on  
5 County business shall be reimbursed at the rate established through Ordinance by the County Council.

6 **Section 12.3** The employer agrees to permit the Union shop stewards and business  
7 representatives to post on County bulletin boards the announcement of meetings, election of officers,  
8 and any other Union material, providing there is sufficient space, beyond what is required by the  
9 County for "normal" business operations.

10 Union shop stewards and business representatives shall be allowed to post electronic mail  
11 notices on the County system if the notices meet the same requirements listed above. In addition,  
12 such representatives may use the County electronic mail system for communications related to  
13 contract administration. In no circumstances shall use of the County equipment interfere with County  
14 operations.

15 **Section 12.4** Authorized representatives of the Union may have reasonable access to its  
16 members in County facilities for transmittal of information or representation purposes before work,  
17 after work, during lunch breaks, or other regular breaks, or at any reasonable time as long as the work  
18 of the County employees and services to the public are unimpaired. Prior to contacting members in  
19 County facilities, such authorized agents shall make arrangements with the Division Manager.

20 **Section 12.5** The County agrees to comply with all applicable Federal, State and local laws  
21 and regulations regarding health and safety. In the event an employee discovers or identifies an  
22 unsafe condition, the employee will immediately notify the supervisor. Employees will not be  
23 disciplined for reporting unsafe conditions. If the Employer determines that there is an unsafe  
24 condition, it will be remedied immediately. No employee shall be required to use equipment which is  
25 not in a safe condition, or to work in an unsafe environment.

26 **Section 12.6** The County agrees to maintain the current bus pass benefit for eligible  
27 employees for the life of this Agreement.

28 **Section 12.7** The County will pay all fees and travel expenses for required job-related

1 training. Employees will be on paid work time when attending training required by management.

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1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2 King County recognizes the importance and desirability of settling grievances promptly and  
3 fairly in the interest of continued good employee relations and morale and to this end the following  
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest  
5 possible level of supervision.

6 Employees shall be unimpeded and free from restraint, interference, coercion, discrimination  
7 or reprisal in seeking adjudication of their grievance.

8 **Section 13.1 Definition:**

9 Grievance - A grievance shall be defined as an alleged violation of any of the express terms of  
10 this Agreement, except that verbal or written reprimands, and grievances under Article 14 (EEO) are  
11 not subject to Step 5 of the grievance procedure.

12 Other matters may arise in the course of employment that do not meet the above definition of  
13 a grievance. Employees are encouraged to discuss their concerns or potential problems informally  
14 with supervisors and/or managers. Union representatives may participate in such discussions if  
15 requested by the employee.

16 Probationary, term-limited, part-time and temporary employees shall not have the right to  
17 pursue grievances over terminations of employment but shall be able to pursue grievances as  
18 otherwise provided in this Section.

19 **Section 13.2 Procedure:**

20 **Step 1.** A grievance shall be presented in writing by the aggrieved employee (and  
21 representative, if the employee wishes) within twenty (20) working days of the occurrence or  
22 knowledge of such grievance, to the employee's immediate supervisor. The grievance statement shall  
23 include the date(s) of the alleged violation, the Article and Section of this Agreement believed to be  
24 violated, and the requested remedy. The supervisor shall gain all relevant facts and shall attempt to  
25 adjust the matter and respond in writing to the employee within twenty (20) working days. If a  
26 grievance is not pursued to the next higher level within ten (10) working days after the supervisor's  
27 response, it shall be presumed resolved.

28 **Step 2.** If, after thorough discussion with the immediate supervisor, the grievance has

1 not been satisfactorily resolved the written grievance shall then be presented to the division manager  
2 for investigation, discussion and written reply. The division manager or designee shall make a  
3 written decision available to the aggrieved employee within ten (10) working days after receipt of the  
4 written grievance statement. If the grievance is not pursued to the next higher level within ten (10)  
5 working days following the division manager's or designee's response, it shall be presumed resolved.

6 **Step 3.** If, after thorough evaluation, the decision of the division manager has not  
7 resolved the grievance to the satisfaction of the parties the grievance may be presented in writing to  
8 the department director or his/her designee. All letters, memoranda, and other written materials shall  
9 be made available for the review and consideration of the department director or his/her designee.  
10 The director or designee may interview the employee and/or representative and receive any additional  
11 related evidence which may be deemed pertinent to the grievance. The director or designee shall  
12 make a written decision available within ten (10) working days after submission to Step 3. If the  
13 grievance is not pursued to the next higher level within ten (10) working days after the department  
14 director or designee's response, it shall be presumed resolved.

15 **Step 4.** If, after thorough evaluation, the decision of the department director or  
16 designee has not resolved the grievance to the satisfaction of the employee, the grievance may be  
17 presented to the Director of the Human Resources Division (HRD), Department of Executive  
18 Services or his/her designee for review. The HRD Director may request information in addition to  
19 that in the grievance file, and shall determine the scope and method of review. The HRD Director or  
20 his/her designee shall render a decision within ten (10) working days of his/her receipt of the  
21 grievance file. If the HRD Director fails to so issue, the Union may proceed to Step 5 of this  
22 grievance procedure.

23 **Step 5.** Either signatory party may request arbitration within thirty (30) calendar days  
24 of the conclusion of Step 4. A request for arbitration must be submitted in writing to the King  
25 County Labor Relations Manager or designee, or to the Union representative if the County requests  
26 arbitration. The arbitration request must specify:

- 27 a) Identification of section(s) of Agreement allegedly violated;  
28 b) Details or nature of the violation;

- c) Position of party who is referring the grievance to arbitration;
- d) Questions which the arbitrator is being asked to decide; and
- e) Remedy sought.

The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Services or another agency if the parties agree. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf. Regardless of the outcome of the arbitration, each party shall bear the cost of its own legal representation.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil services commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

**Section 13.3** The Employer shall not discharge, suspend, nor otherwise discipline a career service employee for other than just cause. Copies of all warning notices, suspensions and discharges shall be forwarded to the Union when issued to the employee.

**Section 13.4** In the event the Employer requires an employee to attend a meeting for purposes of questioning an employee with respect to an incident which may lead to termination of that employee, the employee shall be advised of his/her right to be accompanied by a representative of the Union and if the employee desires Union representation in said matter, he/she shall notify the

1 Employer at that time and shall be provided a reasonable time to arrange for Union representation.

2       **Section 13.5** The parties may extend the above described deadlines in writing by mutual  
3 agreement of the parties.

4       **Section 13.6 Election of Remedies:** A career service employee who is covered by this  
5 Agreement has access either to the grievance procedure herein, or the grievance procedure contained  
6 in the King County Personnel Guidelines. Selection of one procedure will preclude access to the  
7 other to resolve the grievance. Selection must be made at the conclusion of Step 1 of the procedure  
8 set forth in the Personnel Guidelines or at the conclusion of Step 2 of the grievance procedure in  
9 Article 13. The employee's selection is final.

10       **Section 13.7** If both parties agree, the arbitration may be expedited. If one party desires  
11 expedited arbitration, the other party will not unreasonably withhold its consent. In conducting an  
12 expedited arbitration, the parties shall select an arbitrator and schedule the arbitration for a date no  
13 later than thirty (30) days after the issue is submitted to arbitration. The parties will not submit post-  
14 hearing briefs, and the arbitrator will be asked to issue a bench decision, but in any event will be  
15 required to issue a decision within seven (7) days of the close of the hearing.

16       **Section 13.8** At any step after Step 2 of this procedure, the parties may agree to request the  
17 assistance of a mutually acceptable neutral third party to serve as a mediator. This shall not preclude  
18 either party from submitting the matter to arbitration as specified in Step 5. If no arbitration request  
19 has been submitted prior to mediation, either party may request arbitration within thirty (30) days  
20 after the mediator or one of the parties declares impasse.

21       **Section 13.9** The Union shall not be required to press employee grievances if, in the Union's  
22 opinion, such lack merit. With respect to the processing, disposition and/or settlement of any  
23 grievance, including hearings and final decision of any arbitrator, the Union shall be the exclusive  
24 representative of the employee.

1 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

2           The County and the Union shall not unlawfully discriminate against any individual employees  
3 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,  
4 sex, religion, national origin, religious belief, marital status, age, sexual orientation, political  
5 ideology, ancestry or disability. Allegations of unlawful discrimination shall not be a proper subject  
6 for adjudication under the grievance arbitration procedure of Article 13 of this Agreement.  
7 Grievances involving allegations of discrimination that are not resolved through the grievance  
8 procedure of Article 13 may be referred by the grievant to the appropriate government agency.

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1 **ARTICLE 15: SAVINGS CLAUSE**

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

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1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **Section 16.1** The Employer and the Union agree that the public interest requires efficient and  
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
6 duties, sick leave absence which is not bona fide, or other interference with County functions by  
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to  
8 end such interference. Any concerted action by any employees in any bargaining unit shall be  
9 deemed a work stoppage if any of the above activities have occurred.

10       **Section 16.2** Upon notification in writing by the County to the Union that any of its members  
11 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to  
12 immediately cease engaging in such work stoppage and provide the County with a copy of such order.  
13 In addition, if requested by the County, a responsible official of the Union shall publicly order such  
14 Union employees to cease engaging in such a work stoppage.

15       **Section 16.3** Any employee participating in such work stoppage or in other ways committing  
16 an act prohibited in this article shall be considered absent without leave. The County may consider  
17 such absence a resignation. Such employees are also subject to discharge, suspension, or other  
18 disciplinary action.

1 **ARTICLE 17: WAIVER CLAUSE**

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

8           All letters, agreements and understandings in effect prior to the effective date of this contract  
9 are deemed null and void with the effective date of this contract.

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1 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS**

2       **Section 18.1** Seniority is defined as total length of service with King County, including any  
3 service with the Municipality of Metropolitan Seattle. However, for purposes of layoff, bumping, and  
4 recall, the identification of affected employees shall be made on a case by case basis with seniority as  
5 the primary consideration as well as ability, skill, and experience in the job classification/position.

6       **Section 18.2** A new employee shall be entitled to seniority when such employee has  
7 completed a probationary period of six (6) months with the County. Probation may be extended to  
8 twelve (12) months provided that the employee has been reviewed every two (2) months of  
9 employment and the reason for extension is forwarded to the employee and the Union. Upon  
10 completion of the probationary period, the employee's seniority date shall be the initial date of hire.  
11 Temporary employees and term-limited temporary employees as defined in the King County Code  
12 (KCC 3.12.010) do not obtain seniority until such time as they are hired on a regular full-time or  
13 regular part-time basis.

14       **Section 18.3** Seniority rights shall be forfeited if the employee is discharged for just cause or  
15 if the employee resigns employment with the County, or if the employee is on a leave of absence in  
16 excess of two (2) years in accordance with Article 7, Section 8.

17       **Section 18.4** The County agrees to notify the Union in writing at least six (6) weeks in  
18 advance of any position anticipated to be eliminated. Seniority shall apply at layoffs pursuant to  
19 Section 1 of this Article. Such notice of layoff shall include the name, classification and hire-in date  
20 of all such employees whose positions are scheduled to be eliminated. Prior to laying off any  
21 employees, management shall consider the following options for the impacted employee(s):

22               A. Voluntary layoff

23               B. Voluntary retirement - pursuant to the rules of the Public Employment Retirement  
24 System

25               C. Any other voluntary programs such as job sharing, limited hours, etc.

26       **Section 18.5** The County will endeavor to place in other positions throughout the County  
27 those employees who are laid off.

28       **Section 18.6 Bumping:** Employees who are identified for layoff by actual layoff notice must

1 appointment, such regular employee shall be entitled to all benefits of any other regular employee  
2 subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in  
3 the term-limited position.

4 **Section 18.9 Recall:** All bargaining unit employees who are laid off, whose hours of work  
5 are reduced involuntarily, or who accept a position with a lower salary range, or a term-limited  
6 temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to the job  
7 classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A  
8 laid off employee may be involuntarily removed from the recall list after the expiration of two (2)  
9 years from the date of layoff, or if the employee does not accept re-employment within the bargaining  
10 unit in a similar position/job classification, except for bona fide reasons. Refusal to accept re-  
11 employment in a position with a lower salary range or with fewer working hours than the employee  
12 held at the time of layoff shall not be cause for removal from the recall list. Employees who are  
13 eligible for recall may accept a temporary or term-limited position without jeopardy to their recall  
14 rights.

15 The Human Resources Division (HRD) of the Department of Executive Services shall adhere  
16 to the procedures to the County's Workforce Management Plan regarding the placement of laid off  
17 employees to positions within the bargaining unit.

1 **ARTICLE 19: POSITION OPENINGS AND JOB BIDDING**

2 **Section 19.1** Prior to the initiation of any open competitive process to fill a vacant bargaining  
3 unit position (including term-limited temporary position), the County shall post a notice of the  
4 vacancy to all career service members of the bargaining unit. Any non-probationary, career service  
5 member of the bargaining unit shall be given the opportunity to compete for the vacant position.

6 **Section 19.1.1** Those employees shall be the first group of candidates to be considered for  
7 competitive appointment to the vacancy (non-competitive appointments are listed as A) through C) in  
8 Section 19.1.2 below). The appointment will be made on the basis of qualification, skill, ability, and  
9 seniority of those who are in competition for the vacancy. Should none of the bargaining unit career  
10 service candidates have the qualification, skill, and ability to perform the job, the vacancy shall then  
11 be open to other non-probationary County employees in accordance with the King County Workforce  
12 Management Plan.

13 **Section 19.1.2** Vacant bargaining unit career service positions shall be filled according to the  
14 following priority order for appointments:

15 A. a qualified, career service bargaining unit member eligible for reassignment within  
16 the same job classification for disability accommodation; or a qualified, career service bargaining unit  
17 member on the layoff recall list for the same job classification, as provided in Article 18.9 of this  
18 Agreement. When there is a reassignment candidate and a layoff recall candidate available for  
19 appointment to the same position, the most senior (as defined in Article 18, Section 1) will have  
20 priority;

21 B. a qualified, career service bargaining unit member eligible for reassignment for  
22 disability accommodation in a different job classification;

23 C. other qualified King County employee eligible for reassignment for disability  
24 accommodation;

25 D. competitive bargaining unit candidates pursuant to Section 1 of this Article;

26 E. other King County employees eligible for recall or placement, in accordance with  
27 King County Workforce Management Plan or other applicable County policies;

28 F. open competitive candidates.

**Section 19.2** Promoted employees who do not successfully complete their probationary  
period in the new position shall have the right to return to the job previously held if still vacant and  
available. If the position previously held is not available, the County will make a good faith effort to

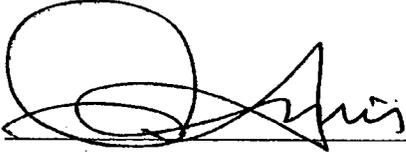
1 place the employee in an equivalent bargaining unit position for which the employee is qualified. If  
2 no such position is available, the employee may elect to be placed on the recall list for the former  
3 classification, as provided in Article 18.8 of this Agreement.

4 **Section 19.3** It shall be the right of Management to make the determination of employee  
5 qualification, skill, and ability called for in this Article and Article 18, and such determination shall  
6 be made on a reasonable basis.  
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1 **ARTICLE 20: DURATION**

2 This Agreement and each of its provisions shall be in full force and effect when ratified by the  
3 parties unless a different effective date is specified, and covers the period of January 1, 2005, through  
4 December 31, 2007. Written notice to begin negotiations for a successor to this Agreement shall be  
5 served by either party upon the other at least sixty (60) days prior to the expiration date.

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8 APPROVED this 20 day of January, 2004

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13 By  \_\_\_\_\_

14 King County Executive

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19 \_\_\_\_\_  
20 John A. Williams  
21 Secretary-Treasurer  
22 Teamsters, Local 117  
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**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**Wage Addendum**  
**Master List \***

Class Code	MSA Code	People Soft Code	New Class Title	Range**
2110200	8151	211203	Accountant	52
2810100	8289	281208	Administrator I	50
2810200	8290	281303	Administrator II	56
7320200	8786	734506	Applications Developer-Journey	60
7320400	8788	734706	Applications Developer-Master	70
7320300	8787	734606	Applications Developer-Senior	65
2110100	8150	211102	Assistant Accountant	46
2240100	8191	224102	Assistant Archivist	40
2214100	8104	224702	Assistant Buyer	49
2131100	8161	214105	Business and Finance Officer I	53
2131200	8162	214205	Business and Finance Officer II	58
2131300	8163	214303	Business and Finance Officer III	62
2131400	8164	214403	Business and Finance Officer IV	67
2214200	8105	224802	Buyer	54
2333100	8759	233602	Claims Administrator	50
2330200	8220	233203	Claims Officer	52
2332100	8760	233502	Claims Officer II	57
2501100	8253	252102	Communications Specialist I	51
2501200	8254	252207	Communications Specialist II	54
2501300	8255	252303	Communications Specialist III	58
2501400	8256	252403	Communications Specialist IV	64
7300100	8540	731101	Computer Operator	41
7300200	8541	731201	Computer Operator Specialist	43
7301100	8543	731402	Data Coordinator Specialist	42
7321200	8789	734806	Database Administrator-Journey	62
7321400	8791	735006	Database Administrator-Master	72
7321300	8790	734906	Database Administrator-Senior	67
7319200	8783	734206	Database Specialist-Journey	55
7319400	8785	734406	Database Specialist-Master	65
7319300	8784	734306	Database Specialist-Senior	60
7310200	8591	731006	Desktop Support Specialist-Journey	51
7310300	8594	731606	Desktop Support Specialist-Senior	56
2251100	8203	226204	Educator Consultant I	54
2251200	8204	226302	Educator Consultant II	58
7315200	8778	733706	EMail Administrator-Journey	56
7315300	8779	733806	EMail Administrator-Senior	61
7521100	8562	752502	Environmental Specialist I	47
8305100	8625	835102	Fire and Life Safety Technician	44
7322100	8792	735106	GIS Specialist-Entry	55
7322200	8793	735206	GIS Specialist-Journey	60
7322400	8795	735406	GIS Specialist-Master	70
7322300	8794	735306	GIS Specialist-Senior	65
2311200	8211	231204	Human Resource Analyst	57
2311300	8212	231304	Human Resource Analyst - Senior	62
2311100	8210	231103	Human Resource Associate	51
7330100	8956	736106	IT Project Administrator-Journey	58
7330200	8957	736206	IT Project Administrator-Senior	63
7331100	8958	736306	IT Project Manager I	67
7331200	8959	736406	IT Project Manager II	72



**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Executive Services**

***Facilities Management Division***

<b>Job Title</b>
Permit Technician
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Property Agent I
Property Agent II
Property Agent III
Property Supervisor

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Executive Services**

***Finance and Business Operations Division***

Job Title
Accountant
Assistant Accountant
Assistant Buyer
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Buyer
Educator Consultant II
Human Resource Associate
Lead Senior Buyer
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Senior Accountant
Senior Buyer

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Executive Services**

**Human Resources Division**

Job Title
Applications Developer-Journey
Applications Developer-Master
Applications Developer-Senior
Claims Officer
Claims Officer II
Communications Specialist I
Communications Specialist II
Communications Specialist III
Database Administrator-Journey
Database Administrator-Master
Database Administrator-Senior
Database Specialist-Journey
Database Specialist-Master
Database Specialist-Senior
Desktop Support Specialist-Journey
Desktop Support Specialist-Senior
Educator Consultant I
Educator Consultant II
Email Administrator-Journey

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Executive Services**

**Human Resources Division**

Job Title
Email Administrator-Senior
Fire and Life Safety Technician
GIS Specialist-Entry
GIS Specialist-Journey
GIS Specialist-Master
GIS Specialist-Senior
Human Resource Analyst
Human Resource Analyst - Senior
Human Resource Associate
IT Project Administrator-Journey
IT Project Administrator-Senior
IT Project Manager I
IT Project Manager II
IT Systems Specialist-Entry
IT Systems Specialist-Journey
IT Systems Specialist-Master
IT Systems Specialist-Senior
IT Technical Writer
IT Trainer
LAN Administrator-Journey
LAN Administrator-Master

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Executive Services**

**Human Resources Division**

Job Title
LAN Administrator-Senior
Network Architect
Network Engineer-Journey
Occupational Education and Training Program Administrator
Occupational Education and Training Program Administrator-Senior
Safety and Health Administrator IV
Systems Architect
Systems Engineer-Journey
Systems Engineer-Senior
Telecommunications Specialist-Journey
Telecommunications Specialist-Senior
Web Developer-Journey
Web Developer-Master
Web Developer-Senior

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Executive Services**

***Information and Telecommunications Services Division***

<b>Job Title</b>
Computer Operator
Computer Operator Specialist
Data Coordinator Specialist
Supervising Computer Operator
Supervising Data Coordinator

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Executive Services**

***Records, Elections, and Licensing Services Division***

Job Title
Administrator I *
Assistant Archivist
Computer Operator
Computer Operator Specialist
Records Center Technician
Records Management Specialist

\* Elections Section

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Natural Resources and Parks**

***Administration***

<b>Job Title</b>
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV

1 within fourteen (14) calendar days after such notice notify the County of their intention to bump into  
2 another position within the bargaining unit. The layoff notice will identify the position into which the  
3 employee is entitled to bump. After receiving the layoff notice, employees may displace (bump)  
4 another employee within the employee's layoff group as defined in Section 7 below, if they meet all  
5 of the following criteria:

6           A. The employee to be bumped is the least senior employee in the layoff group of  
7 those employees in the job classification into which the employee elects to bump, and has less  
8 seniority than the employee who elects to bump; and

9           B. The job classification of the employee to be bumped is at a pay range equal to or  
10 lower than the employee who elects to bump; and

11           C. The employee electing to bump has the skill, ability and experience in the job  
12 classification/position pursuant to Section 1 of this Article.

13           **Section 18.7** For purposes of administering this Article, the following are the layoff groups in  
14 which an employee may exercise bumping rights:

15                   Layoff groups within the Department of Executive Services:

- 16                   • Finance and Business Operations Division; and Human Resources Division;
- 17                   • Information and Telecommunications Services Division; and Records,  
18                   Elections and Licensing Services Division
- 19                   • Facilities Management Division; and Airport Division of Department of  
20                   Transportation

21                   The layoff group is the Department for the following:

- 22                   • Department of Natural Resources and Parks
- 23                   • Department of Transportation (excluding Airport)

24           **Section 18.8** A regular employee may bump a term-limited temporary employee in a  
25 bargaining unit position within the layoff group, or may accept appointment into a vacant term-  
26 limited position in the bargaining unit, provided the regular employee meets the qualifications of the  
27 position. The placement of a regular employee into a term-limited position shall not convert such  
28 position to a regular, career service position; however, at the conclusion of the term-limited

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Natural Resources and Parks**

***Parks Division***

Job Title
Human Resource Analyst

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Natural Resources and Parks**

***Solid Waste Division***

<b>Job Title</b>
Accountant
Administrator I
Administrator II
Assistant Accountant
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Human Resource Analyst
Human Resource Associate
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Senior Accountant

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Natural Resources and Parks**

***Water and Land Resources Division***

Job Title
Accountant
Applications Developer-Journey
Applications Developer-Master
Applications Developer-Senior
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
Database Administrator-Journey
Database Administrator-Master
Database Administrator-Senior
Database Specialist-Journey
Database Specialist-Master
Database Specialist-Senior
Desktop Support Specialist-Journey
Desktop Support Specialist-Senior
Educator Consultant I
Educator Consultant II
Email Administrator-Journey
Email Administrator-Senior
Environmental Specialist I
GIS Specialist-Entry
GIS Specialist-Journey

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Natural Resources and Parks**

***Water and Land Resources Division***

Job Title
GIS Specialist-Master
GIS Specialist-Senior
IT Project Administrator-Journey
IT Project Administrator-Senior
IT Project Manager I
IT Project Manager II
IT Systems Specialist-Entry
IT Systems Specialist-Journey
IT Systems Specialist-Master
IT Systems Specialist-Senior
IT Technical Writer
IT Trainer
LAN Administrator-Journey
LAN Administrator-Master
LAN Administrator-Senior
Network Architect
Network Engineer-Journey
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Systems Architect
Systems Engineer-Journey
Systems Engineer-Senior
Telecommunications Specialist-Journey
Telecommunications Specialist-Senior

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Natural Resources and Parks**

***Water and Land Resources Division***

<b>Job Title</b>
Water Quality Planner/Project Manager I
Water Quality Planner/Project Manager II
Water Quality Planner/Project Manager III
Water Quality Planner/Project Manager IV
Web Developer-Journey
Web Developer-Master
Web Developer-Senior

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Natural Resources and Parks**

***Wastewater Treatment Division***

Job Title
Human Resource Associate
Human Resource Analyst

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Transportation**

***Airport (Planning Section)***

Job Title
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Public Health**

***Finance & Administrative Services Division***

Job Title
Human Resource Associate
Human Resource Analyst

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Professional Technical Employees**  
**2005 Wage Addendum**  
**Department of Adult and Juvenile Detention**

***Administrative Services\****

Job Title
Human Resource Associate
Human Resource Analyst

\* Certain employees are excluded.