

Master Labor Agreement (MLA) - Appendix 4
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Information Technology Managers and Supervisors - Department of King County Information
Technology, Executive Branch Departments; Department of Executive Services
[456]

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1 **AGREEMENT**

2 **By and Between**

3 **King County**

4 **And**

5 **Teamsters, Local Union No. 117**

6
7 These Articles constitute an agreement, terms of which have been negotiated in good faith
8 between KING COUNTY (“the County”) and Teamsters, Local Union No. 117 (“the Union”). This
9 Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council.

10 **ARTICLE 1: PURPOSE**

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

14 **ARTICLE 2: COUNTY RIGHTS**

15 The Union recognizes the prerogatives of the County to operate and manage its affairs in all
16 respects in accordance with its responsibilities and powers of authority, subject to the express limits
17 of this Agreement. The County shall have the right to demote, discipline and discharge employees;
18 and the right to layoff employees for lack of work, funds, efficiency or for the occurrence of
19 conditions beyond the control of the County. The County shall further have the right to recruit,
20 examine, test, select, hire, appoint, promote, transfer, and train employees; place employees on wage
21 steps; direct and assign work; determine work locations and assign employees to those locations;
22 appraise employee performance; contract out work; develop and modify classification specifications,
23 allocate positions to those classifications, allocate employees to those positions; determine work
24 schedules and assign employees to those schedules; determine the methods and processes by which
25 work is performed; establish rules, procedures and processes; and the right to take whatever actions
26 are necessary in emergencies as determined by the County.

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

2 **Section 3.1 Union Recognition**

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

9 **Section 3.2 Union Membership**

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

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

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

28 D. Upon receipt of written authorization individually signed by a bargaining unit

1 member, the County will deduct from the pay of such employee the amount of dues, initiation fees,
2 assessments, and agency fees as certified by the Union.

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

7 **Section 3.3 Employee Lists**

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

11 B. The County will notify the Union whenever an employee is moved out of a
12 bargaining unit position. The notification will include the employee's name and effective date of the
13 personnel action.

14 **ARTICLE 4: HOURS OF WORK/PROBATION**

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

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

21 **Section 4.2 Employment in a Temporary FLSA Non-exempt Status:** Employees may be
22 temporarily converted from FLSA exempt to FLSA non-exempt status when in the benefit of the
23 County, e.g., when working an intermittent work schedule while on FMLA. When converted to a
24 FLSA non-exempt status, the employee will be paid on an hourly basis and eligible for overtime in
25 accordance with law. Further, the employee will be eligible for the paid leaves identified under this
26 Agreement but accrued and paid as provided under the Personnel Guidelines for FLSA non-exempt
27 employees.

28 **Section 4.3 Probation:** New hired, rehired, promoted, transferred to another position,

1 recalled and demoted employees shall be on probation for their first six (6) months of service. At the
2 County's discretion, employees may have their probation period extended for up to six (6) additional
3 months when the employee has failed to meet the standards and expectations set forth during the
4 initial probation period. When an employee's probation is extended, the County will provide the
5 reason for the extension to the employee in writing.

6 **Section 4.4 Probation Waiver for placement in new classifications:** Employees placed in
7 new classifications pursuant to the Career Progression Classification Project shall have their
8 probation waived pursuant to Coalition MOA 000MLAU0117 or its successor agreement.

9 **Section 4.5 Alternative Work Schedules and Telecommuting:** The County will
10 administer employee requests for alternative work schedules and telecommuting in accordance with
11 its policies, as amended. Requests for alternative work schedules and/or telecommuting by
12 employees will not be unreasonably denied. If the request is denied it will be denied in writing and
13 state the business reason for the denial.

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

15 **Section 5.1 Pay Ranges:** The parties agree that the classification titles shall be compensated
16 at the pay ranges and steps as shown in Addendum A. The wages in Addendum A shall be adjusted
17 pursuant to the MLA Article 24, the "2017-2018 Total Compensation Agreement" (document code
18 000U0516), and its successor agreement.

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

21 **ARTICLE 6: HOLIDAYS**

22 **Section 6.1** Regular, probationary, provisional and term-limited temporary employees shall
23 be granted paid holidays pursuant to the MLA Article 10.

24 **ARTICLE 7: VACATION**

25 **Section 7.1** Regular, probationary, provisional and term-limited temporary employees shall
26 accrue vacation leave pursuant to the MLA Articles 9 and 35, except as modified below.

27 **Section 7.2** Full-time employees eligible for leave hired prior to 1/1/18 may accrue up to 480
28 hours of vacation. Full-time employees eligible for leave hired after 12/31/17 may accrue up to 320

1 hours of vacation. Leave eligible part-time employees may accrue an annual maximum of vacation
2 leave prorated to reflect their normally scheduled work week. Leave eligible employees shall
3 continue to accrue vacation in excess of the maximum during the calendar year in which they reach
4 the maximum; however they must use vacation leave beyond the maximum accrual amount on the
5 pay period that includes December 31st of each year. Employees shall forfeit the excess accrual on
6 the pay period that includes December 31st of each year; unless the employee has received approval
7 in accordance with County policies and procedures to carry over excess vacation accrual into the
8 following year.

9 **ARTICLE 8: SICK LEAVE**

10 **Section 8.1** Regular, provisional, probationary and term-limited temporary employees shall
11 accrue sick leave benefits pursuant to the MLA Article 34, except as modified below.

12 **Section 8.2 FMLA/KCFML.** Pursuant to MLA Article 11.

13 **Section 8.3 Sick Leave Conversion.** Full-time and regular part-time employees who have
14 been employed for a full calendar year within the bargaining unit who during a calendar year use less
15 than thirty-three (33) hours of sick leave (donated sick leave is not counted against usage
16 requirement) may convert sixteen (16) hours of unused, accrued sick leave to be used as personal
17 vacation days in the next calendar year. This benefit shall be prorated for part-time employees.
18 Employees must request such conversion no later than January 31 of the following year.

19 **ARTICLE 9: GENERAL LEAVES**

20 **Section 9.1 Bereavement Leave:** Bereavement leave pursuant to MLA Article 8.

21 **Section 9.2 Organ Donor Leave**

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

27 1. Give the appointing authority reasonable advance notice of the need to take
28 time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there

1 is a reasonable expectation that the employee's failure to donate may result in serious illness, injury,
2 pain or the eventual death of the identified recipient.

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

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

9 **Section 9.3 Leave for Volunteer Service:** Pursuant to MLA Article 4.

10 **Section 9.4 Jury Duty:** Pursuant to MLA Article 5.

11 **Section 9.5 Military Leave:** Pursuant to MLA Article 2.

12 **Section 9.6 Unpaid Leaves of Absence:** Unpaid leaves shall be pursuant to the MLA
13 Article 3.

14 **Section 9.7 Donation of Leaves:** Donation of Leaves shall be pursuant to the MLA
15 Article 6.

16 **Section 9.8 Examination Leave:** Employees eligible for leave benefits shall be entitled to
17 necessary time off with pay for the purpose of taking county qualifying or promotional examinations.
18 This shall include time required to complete any required interviews.

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

20 Pursuant to the MLA Article 25.

21 **ARTICLE 11: REDUCTION IN FORCE**

22 The terms of this Article apply to regular employees.

23 **Section 11.1. Pre-Layoff Notice/Meeting** When a reduction in force is anticipated, the
24 County shall notify the Union prior to delivering notices to employees, per Section 11.2 below. At
25 the request of the Union, the parties will meet and jointly endeavor to find ways to minimize, or
26 eliminate, the actual reduction of positions.

27 **Section 11.2. Notice.** When the elimination of a position results in laying off an employee,
28 the County shall provide written notice to the affected employee, with a copy sent to the Union, at

1 least thirty (30) calendar days prior to the effective date of the layoff.

2 **Section 11.3. Layoff.**

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

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

12 **Section 11.4. Bumping.**

13 Bumping shall occur in sequential order as follows:

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

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

20 a. The employee bumping has more seniority than person being bumped, and
21 b. The employee is qualified to perform the BOW of the position as
22 determined by the County.

23 c. If the employee bumping has held more than one position in a bargaining
24 unit classification, he or she can elect to bump into any of his or her prior bargaining unit positions in
25 his or her department as provided under subsections a and b above.

26 C. An employee who is unable to bump as provided in accordance with Section
27 11.4.B can bump the least senior employee in a lower paid bargaining unit classification in his or her
28 department, if any; provided:

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

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

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

12 **ARTICLE 12: GRIEVANCE PROCEDURE**

13 Pursuant to the MLA Article 26.

14 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

15 The County and the Union shall not unlawfully discriminate against any individual employees
16 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,
17 sex, religion, national origin, religious belief, marital status, age, sexual orientation, gender identity,
18 ancestry or disability. Grievances under this article shall not be subject to arbitration.

19 **ARTICLE 14: SAVINGS CLAUSE**

20 Pursuant to MLA Article 30.

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

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

1 deemed a work stoppage if any of the above activities have occurred.

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

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

11 **ARTICLE 16: WAIVER CLAUSE**

12 The parties acknowledge that each has had the unlimited right within the law and the
13 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
14 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
15 Agreement. Therefore, unless mutually agreed otherwise by the parties, the County and the Union,
16 for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain
17 with respect to any subject or matter not specifically referred to or covered in this Agreement. Unless
18 specified in this agreement, nothing herein will be construed as a waiver of the Union's collective
19 bargaining rights with respect to changes in matters which are mandatorily negotiable under the law.

20 **ARTICLE 17: SHOP STEWARDS, UNION ACTIVITIES, AND REPRESENTATION**

21 Pursuant to MLA Articles 21 and 23, except as modified below.

22 **Section 17.1** Union Representatives (Staff) may visit the work location of employees covered
23 by the Agreement at any reasonable time. They shall report to the employee's appropriate
24 manager/designee upon arrival at the work site being visited. Such visit cannot unreasonably
25 interfere with business.

26 **Section 17.2** The Union will furnish the department and the Labor Negotiator with the names
27 of Shop Stewards. Shop Stewards will be allowed to conduct a reasonable amount of contract
28 administration duties during working hours. When contract administration business is conducted

1 during working hours, the steward is responsible for clearing the time taken away from work with
2 his/her manager or supervisor.

3 **Section 17.3 Seniority:**

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

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

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

9 **ARTICLE 18: REVIEW OF PERSONNEL FILES**

10 **Section 18.1.** Upon request, an employee can schedule an appointment to review his/her
11 personnel file. An employee may authorize, in writing, that his/her Union representative may obtain
12 a copy of his/her personnel file. An employee may also review and copy, upon request, any files to
13 which s/he has a legal right to access. An employee who challenges material included in his or her
14 personnel file is permitted to insert material relating to that challenge into their personnel file.

15 **Section 18.2.** A copy of any discipline document or document related to performance that is
16 placed into an employee's personnel file shall be provided to the employee.

17 **ARTICLE 19: WESTERN CONFERENCE OF TEAMSTER PENSION**

18 The County and the Union agree to re-open negotiations during the term of this Agreement
19 upon request by the Union for the purpose of negotiating for employees covered by this Agreement to
20 participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties
21 understand and agree that negotiating will only occur after a majority of the bargaining unit
22 employees vote in favor of participating in the Plan, and all bargaining unit employees must
23 participate.

24 **ARTICLE 20: MODIFICATION TO CLASSIFICATION**


25 The parties agree that while the County has the right to modify job classifications, it will
26 discharge its legal bargaining obligations before implementing the change(s).

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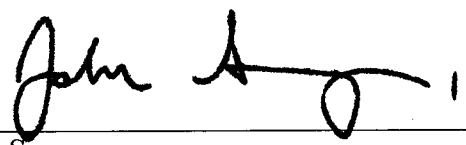
ARTICLE 21: DURATION

Pursuant to MLA Article 31.

APPROVED this 13 day of MARCH, 2018.

By: 

King County Executive



John Scarcy
Secretary-Treasurer
International Brotherhood of Teamsters Local 117

John D. O.

**ADDENDUM A
WAGE ADDENDUM**

Job Class Code	PeopleSoft Job Code	Classification Title	Range
1242100	124202	Chief Information Security Officer	77
7333100	736805	Distributed Systems/LAN/PC Sup	68
1230100	123002	IT Enterprise Manager I	75
1230200	123102	IT Enterprise Manager II	77
1230300	123202	IT Enterprise Manager III	79
1231100	123303	IT Manager I	75
1231200	123401	IT Manager II	77
1231300	123501	IT Manager III	79
1232100	123602	IT Project Director (TLT)	85
7331300	736502	IT Project Manager III	75
1261200	126202	IT Services Delivery Manager	79
7305100	739102	IT Services Manager I	75
7306100	739202	IT Services Manager II	77
7307100	739302	IT Services Manager III	79
7341100	740102	IT Services Supervisor	72
7332100	736606	IT Supervisor I	72
7332200	736704	IT Supervisor II	75
1241100	124102	Strategic Information Resources Manager	79
For rates, please refer to the King County Squared Salary Schedule			