

AGREEMENT

By and Between

King County

And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION NO. 117

Legislative Analysts – King County Council

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

8 **Section 2.3 Dues Deduction:** Upon receipt of written authorization individually signed by a
9 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
10 of dues and initiation fee or the appropriate fair share payment for temporary employees, as certified
11 by the Union, and shall transmit the same to the Union.

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

16 **Section 2.4** The County will require all new employees hired, transferred, or promoted into a
17 position included in the bargaining unit to complete a form to inform the Union of their hire. One
18 copy of the form will be retained by County payroll, one copy of the form will be given to the
19 employee and the original will be sent to the Union. The County will notify the Union of any
20 employee leaving the bargaining unit.

21 **Section 2.5** The County will transmit to the Union a current listing of all employees in the
22 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per
23 calendar year. For all employees performing bargaining unit work, the list shall include the name of
24 the employee, classification, department and salary.

25 **Section 2.6** Failure by an employee to satisfy the requirements of Section 2 shall constitute
26 cause for dismissal; provided that King County has no duty to act until the Union makes a written
27 request for discharge and verifies that the employee received written notification of the delinquency
28 including the amount owing, the method of calculation, and notification that non-payment after a

1 period of no less than seven (7) days will result in discharge by the County. A copy of each written
2 notification shall be mailed to the County concurrent with its mailing to the employee.

3 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

16 **Section 3.3 Discipline and Discharge:** The parties recognize the critical importance of
17 obtaining the highest levels of performance from unit employees, and thus have mutually embraced a
18 requirement of high performance. The Union and the employees also agree upon the County's need
19 to ensure employees fully comply with all rules, policies and practices of the County. As such, while
20 the suspension, demotion and discharge of employees is subject to just cause, these standards and
21 expectations shall be the baseline for any such determination.

22 Should the dispute resolution procedure be invoked in order to resolve a dispute concerning
23 the employer's application of the just cause standard, the County's judgment shall be upheld unless it
24 is found to be arbitrary and capricious. Any action which is based upon the County's judgment
25 concerning the performance of a unit employee, and which has been documented through a process of
26 performance management pursuant to Article 21, is final and may not be challenged through the
27 arbitration procedure.

28 **Section 3.4 Payroll System:** The right to define and implement a new payroll system,

1 including but not limited to a biweekly payroll system, is vested exclusively in King County.
2 Implementation of such system may include a conversion of wages and leave benefits into hourly
3 amounts and the parties recognize King County's exclusive right to make the changes necessary to
4 implement such payroll system.

5 **Section 3.5 Work Assignments:** In order to avoid work jurisdiction disputes, and to ensure
6 that work is performed in the most efficient and appropriate manner, the County retains the right to
7 make all work assignments, including the determination of whether work will be assigned to
8 bargaining unit members or other County employees, and to reassign work into or out of the
9 bargaining unit. Provided, however, no bargaining unit employees will be laid-off due to a decision
10 by the County to assign work historically performed by bargaining unit employees outside the
11 bargaining unit, prior to exhausting the statutory obligation to bargain.

12 **ARTICLE 4: HOLIDAYS**

13 **Section 4.1** Employees covered by this Labor Agreement shall be eligible for holidays with
14 pay as provided by King County Code 3.12.230, as amended.

15 A. Employees shall be granted the following holidays with pay:

16 New Year's Day	January 1st
17 Martin Luther King Jr.'s Birthday	Third Monday in January
18 President's Day	Third Monday in February
19 Memorial Day	Last Monday in May
20 Independence Day	July 4th
21 Labor Day	First Monday in September
22 Thanksgiving Day	Fourth Thursday in November
23 Day after Thanksgiving	
24 Christmas Day	December 25th
25 Day Before New Year's Day	
26 Two (2) Personal Holidays	

27
28 and any special or limited holidays as declared by the president or governor, and as approved by the

1 Metropolitan King County Council.

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

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

6 **Section 4.4** An employee must be in a pay status, either the employee's scheduled work day
7 before, or employee's scheduled work day after a holiday in order to receive holiday pay. An
8 employee leaving County employment the day prior to the holiday shall not receive holiday pay.

9 **ARTICLE 5: VACATIONS**

10 **Section 5.1** Employees covered by this Labor Agreement shall be eligible for vacations with
11 pay as provided by King County Code 3.12.190, as amended.

12 A. Employees shall accrue vacation leave as described in the following table:

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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27 B. Employees eligible for leave shall accrue vacation leave from their date of hire in a
28 leave eligible position.

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

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

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

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

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

19 H. If an employee resigns from a full-time regular or part-time regular position or is
20 laid off and subsequently returns to County employment within two years from such resignation or
21 layoff, as applicable, the employee's prior County service shall be counted in determining the
22 vacation leave accrual rate under Section 5.1.A.

23 **Section 5.2 Vacation Use.** In addition to the aforementioned vacation benefits provided in
24 King County Code 3.12.190, employees eligible for leave may accrue up to (480 hours) of vacation.
25 The County will give notice on or about July 1 of each year to employees whose vacation accrual will
26 exceed 480 hours by the end of the year. Employees who leave King County employment for any
27 reason will be paid for their unused vacation up to the maximum specified herein. Employees shall
28 forfeit the excess accrual effective the last day of the pay period that includes December 31st of each

1 year; unless the employee has received approval in accordance with County or Council policies and
2 procedures to carry over excess vacation accrual into the following year.

3 **ARTICLE 6: SICK LEAVE**

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

6 **Section 6.2** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for each
7 hour in regular pay status excluding overtime up to a maximum of eight (8) hours per month. Sick
8 leave shall not begin to accrue until the first of the month following the month in which the employee
9 commenced employment. The employee is not entitled to sick leave if not previously earned.

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

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

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

23 **Section 6.6** Employees eligible to accrue leave and who have successfully completed at least
24 five years of County service and who retire as a result of length of service or who terminate by reason
25 of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an
26 amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the
27 employee's rate of pay in effect upon the date of leaving County employment, less mandatory
28 withholdings.

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

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

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

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

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

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

21 D. Exposure to contagious diseases and resulting quarantine.

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

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

26 G. To care for the employees child if the child has an illness or health condition which
27 requires treatment or supervision from the employee;

28 H. An employee may not collect sick leave for physical incapacity due to any injury or

1 occupational illness which is directly traceable to employment other than with the County.

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

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

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

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

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

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

16 c. the care of a family member who suffers from a serious health
17 condition.

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

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

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

28 B. An employee make take leave intermittently or on a reduced schedule when

1 medically necessary due to a serious health condition of the employee or family member of the
2 employee; and

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

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

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

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

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

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

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

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

20 **ARTICLE 7: PAID LEAVES**

21 **Section 7.1** Employees covered by this Labor Agreement shall be eligible for the following
22 paid leave benefits as provided for in King County Code 3.12.210, 3.12.215, 3.12.223, 3.12.225,
23 3.12.240, 3.12.260, as amended.

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

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

27 B. Employees eligible for leaves who have exhausted their bereavement leave shall be
28 entitled to use sick leave in the amount of three (3) days for each instance of death when death occurs

1 to a member of the employee's immediate family.

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

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

7 E. Immediate family means any of the following relatives of the employee,
8 employee's spouse or employee's domestic partner: spouse, domestic partner, grandparent, parent,
9 child, sibling, child-in-law, parent-in-law, grandchild.

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

11 A. The appointing authority shall allow employees eligible for family leave, sick
12 leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in
13 life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney
14 transplants, or blood transfusions to take five days paid leave without having such leave charged to
15 family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee
16 shall:

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

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

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

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

28 A. Vacation leave hours.

1 1. Any employee eligible for leave benefits may donate a portion of his or her
2 accrued vacation leave to another employee eligible for leave benefits. Such donation will occur
3 upon written request to and approval of the donating director(s), except that requests for vacation
4 donation made for the purposes of supplementing the sick leave benefits of the receiving employee
5 shall not be denied unless approval would result in a hardship for the Council.

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

9 3. Donated vacation leave hours must be used within ninety calendar days
10 following the date of donation. Donated hours not used within ninety days or due to the death of the
11 receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from
12 vacation leave payoff provisions contained in Article 5. For purposes of this section, the first hours
13 used by an employee shall be accrued vacation leave hours.

14 **B. Sick leave hours.**

15 1. Any employee eligible for leave benefits may donate a portion of his or her
16 accrued sick leave to another employee eligible for leave benefits upon written notice to the employee
17 and Chief of Staff.

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

21 3. Donated sick leave hours must be used within ninety calendar days.
22 Donated hours not used within ninety days or due to the death of the receiving employee shall revert
23 to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
24 contained in Article 6, and sick leave restoration provisions contained in Article 6. For purposes of
25 this section, the first hours used by an employee shall be accrued sick leave hours.

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

1 D. All vacation and sick leave hours donated shall be converted to a dollar value
2 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
3 divided by the receiving employee's hourly rate to determine the actual number of hours received.
4 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
5 hourly rate at the time of reversion.

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

7 The Supervisor shall allow the use of up to three days of sick leave each year to allow
8 employees to perform volunteer services at the school attended by the employee's child, the
9 employee's grandchild, the child of the employee's domestic partner, or child that resides in the
10 employee's home. Employees requesting to use sick leave for this purpose shall submit such request
11 in writing specifying the name of the school and the nature of the volunteer services to be performed.

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

13 Any employee eligible for leave benefits who is ordered on a jury shall be entitled to his or her
14 regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with
15 the Finance and Business Operations Division of the Department of Executive Services. Employees
16 shall report back to their work supervisor when dismissed from jury service.

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

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

22 **Section 7.8 Unpaid Leaves of Absence:**

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

25 **B. Long-Term Leaves of Absence.** The Supervisor may grant a request for a leave
26 of absence for a period longer than sixty (60) days with the favorable recommendation of the
27 applicable Manager. Long-Term leaves may be conditional or unconditional, with any conditions set
28 forth in writing at the time that the leave is approved.

1 of Agreement are incorporated into this Collective Bargaining Agreement. For illustrative purposes,
2 the provisions of the Memorandum of Agreement pertaining to cost of living adjustments for the
3 years 2012 through 2013 are:

4 **A. 2012 COLA**

5 Employees shall be eligible to receive 90% of the annual average growth rate of the bi-
6 monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
7 Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no
8 ceiling.

9 **B. 2013 COLA**

10 Employees shall be eligible to receive 95% of the annual average growth rate of the bi-
11 monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
12 Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no
13 ceiling.

14 The parties agree when significant shifts in economic and fiscal conditions occur during the
15 term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an
16 increase in the King County unemployment rate of more than 2 percentage points compared with the
17 previous year or a decline of more than 7%, in County retail sales as determined by comparing current
18 year to previous year. Data will be derived from Washington State Department of Revenue. By no
19 later than July 30th of each year of this Agreement, the county will assess whether the economic
20 measurements listed above trigger contract reopeners on COLA for the subsequent year.

21 **Section 8.3 Temporary Assignment:** Bargaining unit members may be assigned to fill a
22 position on a temporary basis or perform duties of a higher classification on a temporary basis
23 pursuant to Council policy issued October 16, 2006, as amended.

24 **ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE**

25 The County will provide a medical, dental and life insurance plan for all benefit eligible
26 employees; such plans, including any changes thereto, to be as negotiated by the County and the
27 Union through the Joint Labor-Management Insurance Committee.
28

1 **ARTICLE 10: HOURS OF WORK**

2 **Section 10.1 Workweek.** The standard work week shall consist of forty (40) hours per week,
3 exclusive of lunch periods.

4 **Section 10.2 Workday.** The establishment of reasonable work schedules is vested within the
5 purview of the Council management and may be changed from time to time. The County agrees to
6 make a good faith effort to accommodate employees' requests for alternative work schedules/flex
7 time, consistent with efficient and effective County operations.

8 **ARTICLE 11: GRIEVANCE PROCEDURE**

9 **Section 11.1 Grievance/Arbitration/Mediation:** The County recognizes the importance
10 and desirability of settling grievances promptly and fairly in the interest of continued good employee
11 relations and morale and to this end the following procedure is outlined. To accomplish this, every
12 effort will be made to settle grievances at the lowest possible level of supervision.

13 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
14 or reprisal in seeking adjudication of their grievances.

15 **A. Definition.**

16 Grievance - A claim by an employee or the Union that the terms of this Agreement have been
17 violated and/or a dispute exists concerning the proper application or interpretation of this Agreement.

18 **B. Procedure.**

19 **Step 1.** A grievance shall be verbally presented by the aggrieved employee (and
20 his/her representative if the employee wishes) to the Chief of Staff within ten (10) working days of
21 the occurrence of the events giving rise to such grievance, or, if the employee was unaware of said
22 events, the grievance shall be verbally presented to the Chief of Staff within ten (10) days of when a
23 reasonable employee would have become aware of the events. The Chief of Staff shall gain all
24 relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working
25 days. If a grievance is not presented in writing to the next level within ten (10) working days of the
26 decision of the Chief of Staff, it shall be presumed resolved and the union shall forfeit any further
27 right to advance the grievance.

28 **Step 2.** If after thorough evaluation, the decision of the Chief of Staff has not resolved

1 the grievance to the satisfaction of the employee, the grievance may be presented to the Chair of the
2 Employment Committee. All letters, memoranda and other written materials previously submitted to
3 lower levels of supervision shall be made available for the review and consideration of the Chair of
4 the Employment Committee. He/she may interview the employee and/or his/her representative and
5 receive any additional related evidence which he/she may deem pertinent to the grievance. He/she
6 shall make his/her written decision available within ten (10) working days and, in the event such
7 written decision is not available within ten (10) working days, the grievance shall be moved to the
8 next step. If the grievance is not pursued to the next higher level within fifteen (15) working days of
9 the decision of the Chair of the Employment Committee, it shall be presumed resolved and the union
10 shall forfeit any further right to advance the grievance.

11 **Step 3.** If the Chair of the Employment Committee's disposition of the grievance is
12 not satisfactory to the employee and Union, or an action or decision of the Chair of the Employment
13 Committee is the cause of the grievance, the Union may, in writing, refer the grievance to the
14 Employment Committee within ten (10) working days following receipt of the Chair of the
15 Employment Committee's decision or, in the case of a grievance against an action or decision of the
16 Chair of the Employment Committee, within ten (10) working days of the event giving rise to such
17 grievance. The Employment Committee will conduct a grievance hearing within fifteen (15) working
18 days of receipt of the grievance. The employee/Union and the Chair of the Employment Committee
19 or designee shall be provided the opportunity to present whatever information they consider relevant.
20 Strict rules of evidence need not be followed in conducting the hearing.

21 The Employment Committee shall render a final resolution within fifteen (15) working days
22 of the conclusion of the hearing.

23 **Step 4.** Either signatory party may request arbitration within fifteen (15) working days
24 of the conclusion of Step 3. A request for arbitration must be submitted in writing to the King
25 County Labor Relations Director or designee, and to the Council Chair, or to the Union representative
26 if the County Council requests 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 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 within 30 days of the close of the hearing 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.

Section 11.2 Union Representation. In the event the Employer requires an employee to attend a meeting for purposes of questioning an employee with respect to an incident which may lead to termination of that employee, should the employee desire Union representation in said matter, he/she shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union representation.

Section 11.3 Extension of Timeframes. The parties may extend the above described deadlines in writing by mutual agreement of the parties.

Section 11.4 Election of Remedies. An employee who is covered by this Agreement has access either to the grievance procedure herein, or the grievance procedure provided the Council Employment Committee. Selection of one procedure will preclude access to the other to resolve the grievance. Selection must be made at the conclusion of Step 1 of the procedure set forth by the

1 Employment Committee or at the conclusion of Step 2 of the grievance procedure in Article 11. The
2 employee's selection is final.

3 **ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY**

4 The County and the Union shall not unlawfully discriminate against any individual employees
5 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,
6 sex, religion, national origin, religious belief, marital status, age, sexual orientation, gender identity,
7 political ideology, ancestry or disability. Allegations of unlawful discrimination shall not be a proper
8 subject for adjudication under the grievance arbitration procedure of Article 11 of this Agreement.
9 Grievances involving allegations of discrimination that are not resolved through the grievance
10 procedure of Article 11 may be referred by the grievant to the appropriate government agency.

11 **ARTICLE 13: SAVINGS CLAUSE**

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

18 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

19 **Section 14.1** The Employer and the Union agree that the public interest requires efficient and
20 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
21 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
22 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
23 duties, sick leave absence which is not bona fide, or other interference with County functions by
24 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to
25 end such interference. Any concerted action by any employees in any bargaining unit shall be
26 deemed a work stoppage if any of the above activities have occurred.

27 **Section 14.2** Upon notification in writing by the County to the Union that any of its members
28 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to

1 immediately cease engaging in such work stoppage and provide the County with a copy of such order.
2 In addition, if requested by the County, a responsible official of the Union shall publicly order such
3 Union employees to cease engaging in such a work stoppage.

4 **Section 14.3** Any employee participating in such work stoppage or in other ways committing
5 an act prohibited in this article shall be considered absent without leave. The County may consider
6 such absence a resignation. Such employees are also subject to discharge, suspension, or other
7 disciplinary action.

8 **ARTICLE 15: WAIVER CLAUSE**

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

15 **ARTICLE 16: REDUCTION-IN-FORCE/LAYOFF REHIRS**

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

23 An employee that has been laid-off will be placed on a recall list for a period of two (2) years
24 from the date of layoff. In filling a vacant bargaining unit position, the County will offer it to an
25 employee on the recall list prior to hiring from the outside, assuming the employee on the list is
26 qualified for the position. In the event more than one employee on the recall list is qualified for the
27 position, the County may determine which employee will be offered the opening.

1 **ARTICLE 17: PAST PRACTICE**

2 The parties agree that this Agreement will constitute the whole and entire Agreement between
3 the parties. Further, that any past practice which is not specifically and expressly contained within the
4 terms of this Agreement will be considered abolished and will no longer be considered a precedent.

5 **ARTICLE 18: MISCELLANEOUS**

6 **Section 18.1 Union Leave.** An employee elected or appointed to office in the Union which
7 requires a part or all of their time shall be given leave of absence up to one (1) year without pay upon
8 application.

9 **Section 18.2 Reimbursement for Personal Transportation.** All employees who have been
10 authorized to use their own transportation on County business shall be reimbursed at the rate
11 established through Ordinance by the County Council.

12 **Section 18.3 Bulletin Boards and Use of Equipment.** The employer agrees to permit the
13 Union shop stewards and business representatives to post on County bulletin boards the
14 announcement of meetings, election of officers, and any other similar official material from the
15 Union, providing there is sufficient space, beyond what is required by the County for "normal"
16 business operations, and provided further that such material is neither political nor inflammatory, as
17 determined by the employer.

18 Union shop stewards and business representatives shall be allowed to post electronic mail
19 notices on the County system if the notices meet the same requirements listed above. In addition,
20 such representatives may use the County electronic mail system for communications related to
21 contract administration. In no circumstances shall use of the County equipment interfere with County
22 operations. The Union recognizes that there is no assurance of privacy or confidentiality for
23 information sent through the County system.

24 **Section 18.4 Union Access.** Authorized representatives of the Union may have reasonable
25 access to its members in County facilities for transmittal of information or representation purposes
26 before work, after work, during lunch breaks, or other regular breaks, or at any reasonable time as
27 long as the work of the County employees and services to the public are unimpaired. Prior to
28 contacting members in County facilities, such authorized agents shall make arrangements with the

1 Chief of Staff.

2 **Section 18.5 Safety and Health.** In the event an employee discovers or identifies an unsafe
3 condition, the employee will immediately notify the supervisor. Employees will not be disciplined
4 for reporting unsafe conditions. No employee shall be required to use equipment which is unsafe, or
5 to work in an unsafe environment.

6 **Section 18.6 Bus Pass.** The County agrees to maintain the current bus pass benefit for
7 eligible employees for the life of this Agreement.

8 **Section 18.7 Job-Related Training.** The County will pay all fees and travel expenses for
9 required job-related training, as approved by the employer.

10 **Section 18.8 Employee Access.** The employee may examine the employee's personnel file.
11 Employees upon request may receive one copy from their personnel file copied at no cost. Material
12 relating to job performance or personal character will be provided to the employee prior to placement
13 in the personnel file. The employee may challenge the propriety of including it in the file, and/or
14 submit the employee's own documentation to be attached to the challenged material. Employees may
15 request to have materials that reflect favorably on their performance or character included in their
16 personnel file.

17 **Section 18.9. Disclosure.** An employee whose personnel file is subject to a public disclosure
18 demand will be notified of the demand on a timely basis, as provided in the King County Personnel
19 Records Management Guidelines.

20 **ARTICLE 19: CLASSIFICATIONS**

21 The determination of which classification an employee will be placed will be made by the
22 County. While job duties and responsibilities will be the primary factor determining the appropriate
23 classification for employees, it is also recognized that the Employer may retain what it deems to be an
24 appropriate distribution of employees in each classification. After an employee has been in a
25 classification for four (4) years, and if there has been a significant and material change in the duties
26 and responsibilities of the employee, and that the change is permanent rather than temporary, the
27 employee may file a request with the Chief of Staff (or designee) to be reclassified into the next
28 higher classification. The request must include supporting documentation, using the PDQ format.

1 The Chief of Staff will have sixty (60) days to review the request and respond to the employee.

2 In the event the employee is not satisfied with the determination of the Chief of Staff, the
3 employee may file an appeal, in writing, to the Chair of the King County Council's Employment
4 Committee, with a copy to the Chief of Staff. The Chief of Staff (or designee) will thereafter request
5 that the King County Department of Human Resources conduct a review of the employee's job
6 duties, and responsibilities, and make a recommendation on whether a re-classification is appropriate.

7 The recommendation, and supporting material, will be provided to the King County Council's
8 Employment Committee. The Committee will have thirty (30) days to review the recommendation
9 and make a determination. In the event the employee is not satisfied with the decision of the
10 Employment Committee, the matter may be appealed to the full King County Council. The decision
11 of the Council may only be appealed through a non-binding fact-finding process. In order to initiate
12 the fact finding process, the Union must provide the written notice to the County within fourteen (14)
13 calendar days of the Council's decision. If the parties are unable to agree upon a fact-finder, they will
14 request a panel from the Public Employment Relations Commission. The fact-finder will be charged
15 with making a non-binding recommendation to the parties on whether the employee's classification
16 should be changed, consistent with the above criteria. The fact-finding process shall be determined
17 by the fact-finder, and will be conducted fairly and expeditiously. Prior to issuing a formal
18 recommendation, the fact finder will meet informally with the parties to inform them of his or her
19 findings. Thereafter, the parties will have two (2) weeks to attempt to reach an agreement. If no
20 agreement is reached, the fact finder shall issue his or her non-binding decision. The cost of the fact-
21 finder shall be borne equally by the parties, while any other costs shall be the responsibility of the
22 party incurring them.

23 The County may initiate a review of the classification of an employee to determine whether
24 the job duties and responsibilities of the position should result in the employee being reduced to a
25 lower classification. The review shall be conducted by Human Resources. The review and
26 recommendation, and supporting material, will be provided to the King County Council's
27 Employment Committee. The Committee will have thirty (30) days to review the recommendation
28 and make a determination. In the event the employee is not satisfied with the decision of the

1 Employment Committee, or if the Employment Committee is unable to resolve the matter, it may be
2 appealed to the full King County Council. While the County may not appeal the determination of the
3 Council, the employee may pursue the matter through the grievance procedure.

4 **ARTICLE 20: PENSION**

5 In the event that the bargaining unit elects to participate in the Western Conference of
6 Teamsters Pension Trust ("Trust") the Employer agrees to adopt the standard County language
7 regarding contributions to the Trust, with a contribution rate designated by the bargaining unit, with a
8 start date to be determined by the parties.

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

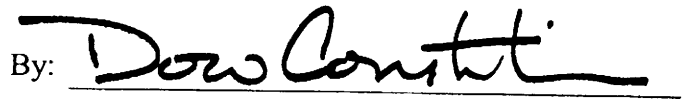
12 **ARTICLE 21: PERFORMANCE EVALUATIONS**

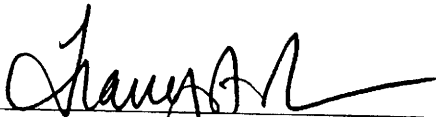
13 Within twelve (12) months of implementation on this Agreement, the parties agree to jointly
14 develop a performance evaluation process. Any such process is subject to County Council review
15 and approval and bargaining unit ratification prior to implementation. Until the new process is
16 implemented, the County may continue its existing performance evaluation process.

1 **ARTICLE 22: 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 September 11, 2009
4 through June 30, 2013. Written notice to begin negotiations for a successor to this Agreement shall
5 be served by either party upon the other at least sixty (60) days prior to the expiration date.

6
7 APPROVED this 31 day of AUGUST, 2011.

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10
11 By: 
12 King County Executive

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18 Tracey A. Thompson
19 Secretary-Treasurer
20 Teamsters Local Union No. 117
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