

AGREEMENT
By and Between
King County
And
Teamsters Local Union No. 117
Affiliated with the
International Brotherhood of Teamsters
Professional & Technical
And
Administrative Employees
Term of Agreement
January 1, 2011 - January 31, 2014

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1 Standards Act and is eligible for overtime.

2 **C. Regular Employee** - A career service employee.

3 **D. Salaried Employee** - An employee who is exempt from the Fair Labor Standards
4 Act and is not eligible for overtime.

5 **E. Temporary Employee** - Includes probationary, provisional, short-term and term-
6 limited employees.

7 **F. Transfer** - Movement of an employee from one position to another within the
8 same classification or different classification with the same pay range of the former classification.

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

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

13 **Section 2.2 Union Membership.**

14 **A.** It shall be a condition of employment that all employees covered by this
15 Agreement who are members of the Union in good standing on the effective date of this Agreement
16 shall remain members in good standing and those who are not members on the effective date of this
17 Agreement shall, on the thirtieth (30) day following the effective date of this Agreement, become and
18 remain members in good standing in the Union, or pay fees to the Union to the extent permitted by
19 law. It shall also be a condition of employment that all employees covered by this Agreement and
20 hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day
21 following the beginning of such employment, become and remain members in good standing in the
22 Union, or pay fees to the Union to the extent permitted by law. This provision will apply to
23 employees who are temporarily appointed to work in a job classification covered by this Agreement if
24 the appointment is expected to last thirty (30) days or more; however, they will not be required to pay
25 initiation fees and become a "member in good standing" if such action is based solely upon an
26 "acting" position status.

27 **B.** Provided, however, that nothing contained in this section shall require an employee
28 to join said Union who can substantiate in accordance with case law bona fide religious tenets or

1 teachings that prohibit the payment of dues or initiation fees to union organizations. Such employee
2 shall pay an amount of money equivalent to regular union dues and initiation fee; said amounts shall
3 be paid to a non-religious charity mutually agreed upon by the employee affected and the Union to
4 which such employee would otherwise pay the dues and initiation fee. The employee shall furnish
5 proof to the Union each month that such payment has been made. If the employee and the Union do
6 not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall
7 designate the charitable organization.

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 Secretary-Treasurer of the Union, and shall transmit the same to the Secretary-Treasurer of the
12 Union.

13 **Section 2.4 Union Indemnification.** The Union will indemnify, defend and hold the County
14 harmless against any claims made and against any suit instituted against the County on account of any
15 check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in
16 error on account of the check-off provision upon presentation of proper evidence thereof.

17 **Section 2.5 New Bargaining Unit Member Reporting.** The County will require all new
18 employees hired, transferred, or promoted into a position included in the bargaining unit to complete
19 a form to inform the Union of their hire. One copy of the form will be retained by County payroll,
20 one copy of the form will be given to the employee and the original will be sent to the Union. The
21 County will notify the Union of any employee leaving the bargaining unit.

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

26 **Section 2.7 Union Security and Job Removal.** Failure by an employee to satisfy the
27 requirements of Section 2.2 shall constitute cause for dismissal; provided that the County has no duty
28 to act until the Union makes a written request for discharge and verifies that the employee received

1 written notification of the delinquency including the amount owing, the method of calculation, and
2 notification that non-payment after a period of no less than seven (7) days will result in discharge by
3 the County. A copy of each written notification shall be mailed to the County concurrent with its
4 mailing to the employee.

5 **Section 2.8 Payroll Deduction for Political Contributions - Democratic, Republican,**
6 **Independent Voter Education (D.R.I.V.E.).** The County agrees to deduct voluntary contributions
7 from the paycheck of all employees covered by this Agreement in accordance with the D.R.I.V.E.
8 memorandum of agreement between the County and the Union.

9 **ARTICLE 3: RIGHTS OF MANAGEMENT**

10 **Section 3.1 Management Rights.** The Union recognizes the prerogatives of the County to
11 operate and manage its affairs in all respects in accordance with its responsibilities and powers of
12 authority, subject to the terms and conditions of this Agreement.

13 **A. Specific Enumerated Rights.** The County shall have the right to discipline and
14 discharge temporary employees; demote, discipline and discharge regular employees for just cause;
15 the right to layoff employees for lack of work or funds, for the occurrence of conditions beyond the
16 control of the County, or when such continuation of work would be inefficient and/or unproductive.
17 The County shall further have the right to hire, appoint, promote, train, transfer, assign and direct the
18 workforce; determine work locations and assign employees to those locations; evaluate employee
19 performance; contract out work; develop and modify classification specifications, allocate positions
20 to those classifications, allocate employees to the positions; determine reasonable work shifts and
21 schedules; schedule overtime work; establish the methods and processes by which work is performed;
22 establish reasonable rules; and the right to take whatever actions are necessary in emergencies in
23 order to assure the proper functioning of the Department.

24 **Section 3.2 Subcontracting.** The County shall not contract out work which the members of
25 the Union have historically performed unless it is required by law or is a business necessity due to an
26 emergency situation or to augment the workforce on a short-term, temporary basis. Except for
27 emergency situations, the County shall provide notice to the Union of its intent to contract out and,
28 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under

1 no circumstance shall the County agree to any long-term or permanent contracting out of bargaining
2 unit work. Nothing in this provision shall limit what the County has historically contracted out, and
3 no jobs will be eliminated due to contracting out.

4 **ARTICLE 4: HOLIDAYS**

5 **Section 4.1 Recognized Holidays.** Benefit eligible employees shall be eligible for holidays
6 with pay as provided below. Should the Code be revised, the Union shall be advised of such revision
7 and provided an opportunity to bargain the changes before such changes become part of the
8 Agreement.

9 A. Benefit eligible employees shall be granted the following holidays with pay:

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

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

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

25 **Section 4.3 Personal Holidays.** Personal holidays shall be administered through the
26 vacation plan. One (1) day shall be added to the vacation leave bank in the pay-period that includes
27 the first (1st) of October and one (1) day will be added in the pay-period that includes the first (1st)
28 day of November each year.

1 **Section 4.4 Eligibility and Compensation Rules.**

2 **A. Eligibility for Holiday Pay.** An employee must be in a pay status either the
3 employee's scheduled work day before or the employee's scheduled working day after a holiday in
4 order to receive holiday pay. An employee leaving County employment the day prior to the holiday
5 shall not receive holiday pay. However, an employee who has successfully completed at least five (5)
6 years of County service and who retires, as defined under Section 6.6, at the end of the month in
7 which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday
8 pay if the employee is in pay status the day before the day observed as a holiday.

9 **B. Calculation of Holiday Pay - Hourly.** Holiday pay shall be based on the number
10 of hours in the employee's regular work week, up to a maximum of eight (8) hours for full-time
11 employees with a forty (40) hour week, or seven (7) hours for full-time employees with a thirty-five
12 (35) hour work week.

13 **1) Alternate/Flextime Work Schedules.** Hourly employees on alternative
14 work schedules (e.g., working a 4/10 or 9/80 work schedule) may be required to adjust their schedules
15 during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours for that
16 work week (e.g., 5/8 or 5/7 work schedule). This requirement will, depending on business needs, be
17 determined at the time that the alternative work schedule is established for the calendar year. If the
18 employee is not required to adjust his or her schedule to work a five (5) day workweek during a
19 holiday week, the employee will be eligible for an alternative holiday to be taken within the same pay
20 period the holiday occurs, or at another approved date during the calendar year. Hourly employees on
21 alternative work schedules who take holiday time off in excess of the seven (7), for 35-hour
22 workweek, or eight (8) hours, for a 40 hour workweek, of holiday provided, and who do not adjust
23 their work schedules to work a five (5) day workweek shall make up the difference using accrued
24 vacation time, compensatory time, or leave without pay.

25 **2) Compensation for Work on a Holiday.** Work performed by hourly
26 employees on a holiday shall be paid at one and one-half (1-1/2) times the regular rate of pay in
27 addition to the regular holiday pay.

28 **3) Holiday Pay Counts as Time Worked.** Holidays paid for but not worked

1 by hourly employees shall be recognized as time worked for the purpose of determining weekly
2 overtime.

3 **C. Calculation of Holiday Pay - Salaried Employees.** Salaried employees are paid
4 holiday pay for their standard work day, including employees working an alternative schedule. If the
5 holiday falls on the salaried employee's regular day off, he/she will be eligible for an alternative
6 holiday to be taken within the same pay period when the holiday occurs or at another approved date
7 during the calendar year.

8 **D. Prorated Holiday Leave.** Part-time employees shall receive holiday pay prorated
9 to reflect his/her normally scheduled workweek.

10 **ARTICLE 5: VACATIONS**

11 **Section 5.1 Vacation Accrual.** Benefit eligible employees shall be eligible for vacation
12 leave with pay as provided below. Should the Code be revised, the Union shall be advised of such
13 revision and provided an opportunity to bargain the changes before such changes become part of the
14 Agreement.

15 **A. Accrual Rate Schedule.** Benefit eligible employees shall accrue vacation leave as
16 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

1 **B. Prorated Vacation Leave.** Part-time employees shall receive vacation leave
2 prorated to reflect his/her normally scheduled workweek.

3 **C. Accrual Rate Upon Return After Separation.** If a leave eligible employee
4 resigns from a regular position or is laid off and subsequently returns to County employment in a
5 leave eligible position within two (2) years from such resignation or layoff, as applicable, the
6 employee's prior County service shall be counted in determining the vacation leave accrual rate under
7 Section 5.1.A.

8 **Section 5.2 Commencement of Accrual.** Employees shall accrue vacation leave from their
9 date of hire in a leave eligible position.

10 **Section 5.3 Vacation Eligibility.** Employees shall not be eligible to take or be paid for
11 vacation leave until they have successfully completed their first six (6) months of County service in a
12 leave eligible position, and if they leave County employment prior to successfully completing their
13 first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave. This
14 section does not apply to employees who use accrued vacation leave for a qualifying event under the
15 Washington Family Care Act.

16 **Section 5.4 No Advance of Vacation Pay.** Employees shall not use or be paid for vacation
17 leave until it has accrued and such use or payment is consistent with the provisions of this Article.

18 **Section 5.5 No County Work During Vacation.** No employee shall work for compensation
19 for the County in any capacity during the time that the employee is on vacation leave.

20 **Section 5.6 Increments of Use.** Hourly employees may use vacation leave in one-quarter
21 (1/4) hour increments, at the discretion of the director.

22 **Section 5.7 Vacation Scheduling.**

23 **A.** The director/designee shall be responsible for establishing a vacation schedule that
24 maximizes employee vacation opportunities while achieving the efficient functioning of the unit.
25 Employees are encouraged to submit vacation requests as far in advance as possible.
26 Director/designee's will respond at the earliest opportunity, but no more than ten (10) working days
27 after the employee submits his/her vacation request.

28 **B. Dispute Resolution Regarding Vacation Approval.** Business needs within

1 divisions and work groups affect how management responds to employee vacation requests. Labor
2 Management Committees are an appropriate forum for discussion of policies and procedures for
3 vacation approval.

4 **Section 5.8 Vacation Accrual Maximum and Carryover Rules.** Employees working a
5 forty (40) hour workweek may accrue up to a maximum of sixty (60) days (480 hours) of vacation.
6 The maximum is 420 hours for thirty-five (35) hour per week employees. Part-time employees may
7 accrue an annual maximum vacation leave prorated to reflect their normally scheduled workweek.
8 Leave eligible employees shall continue to accrue vacation in excess of the maximum during the
9 calendar year in which they reach the maximum; however, they must use vacation leave beyond the
10 maximum accrual amount on or before the last day of the pay period that includes December 31 of
11 each year. The County will give notice on or about July 1 of each year to employees whose vacation
12 accrual will exceed 480 hours (or 420 hours for 35 hour per week employees) by the end of the year.
13 Employees shall forfeit the excess accrual effective the last day of the pay period that includes
14 December 31st of each year, unless the employee has received approval in accordance with County
15 policies and procedures to carry over excess vacation accrual into the following year.

16 **Section 5.9 Vacation Payout**

17 **A. Vacation Payout Upon Death.** In cases of separation from County employment
18 by death of an employee with accrued vacation leave and who has successfully completed his/her first
19 six (6) months of County service in a leave eligible position, payment of unused vacation leave up to
20 the maximum accrual amount as provided under Section 5.8 shall be made to the employee's estate,
21 or, in applicable cases, as provided for by state law, RCW Title 11.

22 **B. Vacation Payout at Separation.** Except as modified by a VEBA agreement
23 employees shall be paid for accrued vacation leave to their date of separation up to the maximum
24 accrual amount as provided under Section 5.8 if they have successfully completed their first six (6)
25 months of County service. Payment shall be the accrued vacation leave multiplied by the employee's
26 regular rate of pay in effect upon the date of leaving County employment less mandatory
27 withholdings.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 6.1 Sick Leave Ordinance.** Benefit eligible employees shall be eligible for sick
3 leave with pay as provided below. Should the Code be revised, the Union shall be advised of such
4 revision and provided an opportunity to bargain the changes before such changes become part of the
5 Agreement.

6 **Section 6.2 Sick Leave Accrual.** Benefit eligible employees shall accrue sick leave benefits
7 at the rate of 0.04616 hours for each hour in regular pay status excluding overtime up to a maximum
8 of seven (7) hours per month for an employee working a thirty-five (35) hour workweek, and eight (8)
9 hours per month for an employee working a forty (40) hour workweek. The employee is not entitled
10 to sick leave if not previously earned.

11 **Section 6.3 Vacation in Lieu of Sick Leave -** During the first six (6) months of service in a
12 benefit eligible position, employees may, at the director/designee's discretion, use any accrued days
13 of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in
14 a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County
15 upon termination. This section does not apply to an employee who uses accrued vacation leave for a
16 qualifying event under the Washington Family Care Act.

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

19 **Section 6.5 Separation and Return From Separation.** Separation from or termination of
20 County employment except by reason of retirement, layoff or for non disciplinary medical reasons,
21 shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should
22 said leave eligible employee return to County employment within two (2) years, the accrued sick
23 leave lost shall be restored; provided, that such restoration shall not apply where the former
24 employment was in a term-limited or provisional position.

25 **Section 6.6 Sick Leave Payout Upon Separation.** Except as modified by a VEBA
26 agreement, employees eligible to accrue leave and who have successfully completed at least five (5)
27 years of County service and who retire as a result of length of service or who terminate by reason of
28 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. Retirement as a result of length of service means an employee is eligible, applies for
4 and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon
5 terminating County employment.

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

15 **Section 6.8 Use of Sick Leave.** Accrued sick leave shall be used for the following reasons:

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

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

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

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

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

1 E. Exposure to contagious diseases and resulting quarantine.

2 F. A female employee's temporary disability caused by or contributed to by pregnancy
3 and childbirth.

4 G. The employee's medical, ocular or dental appointments, provided that the
5 employee's supervisor has approved the scheduling of sick leave for such appointments.

6 H. To care for the employee's child if the child has an illness or health condition
7 which requires treatment or supervision from the employee;

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

9 1. the employee has been employed by the County for twelve (12) months or
10 more and has worked a minimum of one thousand forty hours (1040) in the preceding twelve (12)
11 months for an employee on a forty (40) hour workweek, or nine hundred ten (910) hours for an
12 employee on a thirty-five (35) hour workweek;

13 2. the family member is the employee's spouse or domestic partner, the
14 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
15 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
16 employee, the employee's spouse or domestic partner, or the grandparent of the employee; and

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

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

21 b) the care of the employee's child or child of the employee's spouse
22 or domestic partner whose illness or health condition requires treatment or supervision by the
23 employee; or

24 c) Care of a family member who suffers from a serious health
25 condition.

26 **Section 6.9 Federal and State Law.** To the extent that a federal or Washington State law
27 provides more extensive benefits for use of paid leave for family care, the Union and County agree
28 that federal and/or state law shall prevail.

1 **Section 6.10 King County Family and Medical Leave.** An eligible employee may take a
2 total of up to eighteen (18) weeks unpaid leave for his or her own serious health condition, and for
3 family reasons as provided in Sections 6.8.H and 6.8.I combined, within a twelve (12) month period.
4 The twelve (12) month period is counted as rolling backward from the date the employee goes on
5 leave. To be eligible for leave to care for a family member, an employee must have been employed
6 by the county for twelve (12) months or more at any time, and worked a minimum of nine hundred
7 ten (910) hours for an employee on a thirty-five (35) hour workweek, or one thousand forty (1040)
8 hours for an employee on a forty (40) hour workweek in the preceding twelve (12) months (paid
9 leaves such as holiday, vacation and sick leave are not considered hours worked.) The leave may be
10 continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial
11 days as needed.

12 Intermittent leave is subject to the following conditions:

13 **A. Intermittent Leave for Birth/Adoption.** When leave is taken after the birth or
14 placement of a child for adoption or foster care, an employee may take leave intermittently or on a
15 reduced leave schedule only if authorized by the employee's director/designee.

16 **B. Intermittent Leave for Serious Health Condition.** An employee make take
17 leave intermittently or on a reduced schedule when medically necessary due to a serious health
18 condition of the employee or family member of the employee; and

19 **C. Possible Transfer.** If an employee requests intermittent leave or leave on a
20 reduced leave schedule under Section 16.10.B. above, that is foreseeable based on planned medical
21 treatment, the director/designee may require the employee to transfer temporarily to an available
22 alternative position for which the employee is qualified and that has equivalent pay and benefits and
23 that better accommodates recurring periods of leave than the regular position of the employee.

24 **D. Coordination of Donated Leave.** Use of donated leave shall run concurrently
25 with the eighteen (18) work week family medical leave entitlement.

26 **E. Continuation of Health Care Benefits.** The County shall continue its
27 contribution toward health care during any unpaid leave taken under Section 6.10.

28 **F. Return to Work.** An employee who returns from unpaid family or medical leave

1 within the time provided in this Article is entitled, subject to bona fide layoff provisions, to:

2 a. the same position he or she held when the leave commenced; or

3 b. a position with equivalent status, benefits, pay and other terms and
4 conditions of employment; and

5 c. the same seniority accrued before the date on which the leave commenced.

6 **Section 6.11 Failure to Return.** Failure to return to work by the expiration date of the leave
7 of absence may be cause for removal and result in termination of the employee from County service.

8 **Section 6.12 Sick Leave Administration and Incremental Use.** In addition to the
9 aforementioned sick leave benefits provided in Code, this Agreement shall provide the following for
10 leave eligible employees:

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

13 B. Hourly employees may use sick leave in one-quarter (1/4) hour increments, at the
14 discretion of the director/designee.

15 **Section 6.13 Unused Sick Leave Conversion to Vacation.** Hourly employees who use
16 sixteen (16) hours or less of sick leave in a payroll year (as reflected on the last paycheck of the year)
17 will be eligible to convert up to twenty-four (24) hours of sick leave to vacation hours. Employees
18 must request such conversion no later than January 31 of the following year.

19 **ARTICLE 7: PAID LEAVES**

20 **Section 7.1 Paid Leave Ordinances.** Benefit eligible employees shall be eligible for the
21 following paid leave benefits as provided below. Should the Code be revised, the Union shall be
22 advised of such revision and provided an opportunity to bargain the changes before such changes
23 become part of the Agreement.

24 **Section 7.2 Bereavement Leave**

25 A. Employees shall be entitled to five (5) working days of bereavement leave per
26 occurrence due to death of members of their immediate family. When a holiday or regular day off
27 falls during the leave, it shall not be charged as bereavement leave.

28 B. Employees who are not benefit eligible may be granted leave without pay, or may

1 be allowed to use compensatory time, if available, for bereavement leave.

2 C. Immediate family means any of the following:

- 3 • Employee's spouse or domestic partner
- 4 • Parent of the employee, employee's spouse or domestic partner
- 5 • Grandparent of the employee, employee's spouse or domestic partner
- 6 • Child of the employee, employee's spouse or domestic partner
- 7 • Son-in-law or daughter-in-law of the employee, employee's spouse or
- 8 domestic partner
- 9 • Grandchild of the employee, employee's spouse or domestic partner
- 10 • Sibling of the employee, employee's spouse or domestic partner.

11 Also included is any person for whose financial or physical care the employee is principally
12 responsible.

13 **Section 7.3 Organ Donor Leave**

14 A. The director shall allow employees who are voluntarily participating as donors in
15 life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney
16 transplants, or blood transfusions to take five (5) days paid leave without having such leave charged
17 to family leave, sick leave, vacation leave or leave of absence without pay; provided that the
18 employee shall:

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

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

27 B. Time off from work for the purposes set out above in excess of five (5) working
28 days shall be subject to existing leave policies as provided under this Agreement.

1 **Section 7.4 Donation of Leaves**

2 **A. Vacation Leave Hours.** Vacation leave hours.

3 **1) Approval Required.** Employees may donate a portion of his/her accrued
4 vacation leave to another benefit eligible employee. Such donation will occur upon written request to
5 and approval of the donating and receiving employees' department director(s), except that requests
6 for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving
7 employee shall not be denied unless approval would result in a departmental hardship for the
8 receiving department.

9 **2) Limitations.** The number of hours donated shall not exceed the donor's
10 accrued vacation credit as of the date of the request. No donation of vacation hours shall be permitted
11 where it would cause the employee receiving the transfer to exceed his or her maximum vacation
12 accrual.

13 **3) Return of Unused Donations.** Donated vacation leave hours must be used
14 within ninety (90) calendar days following the date of donation. Donated hours not used within
15 ninety (90) days or due to the death of the receiving employee shall revert to the donor. Donated
16 vacation leave hours shall be excluded from vacation leave payoff provisions contained in Article 5.
17 For purposes of this section, the first hours used by an employee shall be accrued vacation leave
18 hours.

19 **B. Sick Leave Hours.**

20 **1) Written Notice Required.** Employees may donate a portion of his/her
21 accrued sick leave to another benefit eligible employee upon written notice to the donating and
22 receiving employees' department director(s).

23 **2) Minimum Leave Balance Required (Donor).** No donation shall be
24 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
25 donation is one hundred hours (100) or more. No employee may donate more than twenty-five (25)
26 hours of his/her accrued sick leave in a calendar year.

27 **3) Return of Unused Donations.** Donated sick leave hours must be used
28 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

1 of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from
2 the sick leave payoff provisions contained in Article 6, and sick leave restoration provisions
3 contained in Article 6. For purposes of this section, the first hours used by an employee shall be
4 accrued sick leave hours.

5 **C. No Solicitation.** All donations of vacation and sick leave made under this section
6 are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or
7 any other compensation or benefits in exchange for donating vacation or sick leave hours.

8 **D. Conversion Rate.** All vacation and sick leave hours donated shall be converted to
9 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
10 value will then be divided by the receiving employee's hourly rate to determine the actual number of
11 hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's
12 straight time hourly rate at the time of reconversion.

13 **Section 7.5 Leave for School Volunteer Service.** The director/designee shall allow the use
14 of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the
15 school attended by the employee's child, the employee's grandchild, the child of the employee's
16 domestic partner, or child that resides in the employee's home. Employees requesting to use sick
17 leave for this purpose shall submit such request in writing specifying the name of the school and the
18 nature of the volunteer services to be performed.

19 **Section 7.6 Jury Duty.** An employee who is ordered on a jury shall be entitled to his or her
20 regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with
21 the Finance and Business Operations Division. Employees shall report back to their work supervisor
22 when dismissed from jury service.

23 **Section 7.7 Military Leave.** A leave of absence for active military duty or active military
24 training duty shall be granted to eligible employees in accordance with applicable provisions of state
25 and/or federal law; provided, that a request for such leave shall be submitted to the appointing
26 authority in writing by the employee and accompanied by a validated copy of military orders ordering
27 such active duty or active training duty. If an employee is called to involuntary active duty, she/he
28 may be eligible for health benefit continuation and pay supplementation in accordance with County

1 policy at the time the individual is called to active duty.

2 **Section 7.8 Unpaid Leaves of Absence for Leave Eligible Employees.**

3 **A. Short-Term Leaves of Absence.** A leave of absence without pay for a period not
4 exceeding thirty (30) consecutive days may be granted by the applicable Division Director.

5 **B. Long-Term Leaves of Absence.** The Director of the Human Resources Division
6 may grant a request for a leave of absence for a period longer than thirty (30) days with the favorable
7 recommendation of the applicable Department Director. Long-Term leaves may be conditional or
8 unconditional, with any conditions set forth in writing at the time that the leave is approved.

9 **C. Reasonable Approval.** Leaves specified in Sections 7.8.A. and B. above shall not
10 be unduly denied.

11 **D. Early Return.** An employee who is on a leave of absence without pay may return
12 from the leave before its expiration date if the employee provides the director/designee with a written
13 request to that effect at least fifteen (15) days before the requested date of return.

14 **Section 7.9 Executive Leave.** Salaried employees covered by this Agreement who are in
15 positions that are exempt from the overtime provisions of the federal Fair Labor Standards Act are
16 expected to work the hours necessary to satisfactorily perform their jobs. Benefit eligible salaried
17 employees may be granted up to ten (10) days of Executive Leave per calendar year in accordance
18 with Executive Policy. Such benefit eligible employees will be entitled to up to five (5) days of paid
19 Executive Leave per calendar year, under the following conditions:

20 **A.** Employees who are employed in an eligible bargaining unit position on January 1,
21 shall be allowed five (5) days of Executive Leave for use during the calendar year; those employed in
22 an eligible bargaining unit position after January 1 but before June 1, shall be allowed three (3) days
23 of Executive Leave for use during the calendar year; those who are employed in an eligible bargaining
24 unit position after June 1, but before September 1 shall be allowed two (2) days Executive Leave for
25 use during the calendar year.

26 **B.** There will be no cash-out or carryover of unused Executive Leave to the following
27 calendar year.

28 **C.** The guaranteed days of Executive Leave will not be awarded for the calendar year

1 to a probationary employee or to an employee whose most recent performance evaluation has an
2 overall rating less than satisfactory.

3 **D. Additional days of Executive Leave, up to a maximum of ten (10) days total for the**
4 calendar year, may be granted at the discretion of management pursuant to Executive Policy.

5 **ARTICLE 8. WAGE RATES**

6 **Section 8.1 Step Progression.** New employees shall be hired at Step 1 of their respective
7 pay range, or at a higher Step at management's discretion, and advanced to the next step after
8 completion of a six (6) month probation period, except as provided herein. Advancement to the next
9 step upon successful completion of an extended probationary period shall be made retroactive to the
10 start of the seventh (7th) month of employment in the new position, except as provided herein.
11 Advancement to the next step following successful completion of probation is at management's
12 discretion if the employee is hired above Step 1.

13 **A. Probation.** Regular employees will serve a probationary period as provided in the
14 Personnel Guidelines. The probationary period will be at least six (6) months of service, but not more
15 than twelve (12) months. If a probationary period is to be extended beyond six (6) months, written
16 notice of the extension must be given to the employee before the employee completes the initial six
17 (6) month probationary period.

18 **Section 8.2 Annual Step Increase.** Regular employees shall automatically advance to the
19 next salary step annually on January 1st except for employees in their first six (6) months in a job
20 classification who shall advance from their entrance step to the step increment granted upon
21 completion of their probationary period and annually on January 1st thereafter. Except: Regular
22 employees listed under Addendum B in the Department of Transportation Airport Division, the
23 Department of Public Health, and the Department of Natural Resources and Parks shall receive step
24 increases and be eligible for merit pay as provided in the Merit Pay Plan.

25 **Section 8.3 Work Out of Class/Acting Assignment.** In the event an employee is assigned,
26 in writing, to perform duties of a higher classification in accordance with the King County Code and
27 applicable procedures, he/she shall be paid for all time so assigned at the first pay step of the higher
28 classification or at the step which is approximately five percent (5%) above the employee's regular

1 salary step, whichever is greater, but not to exceed the top step of the new range. If the employee's
2 former salary step includes an above Step 10 amount as a merit increase, the out-of-class pay shall be
3 based on the above Step 10 amount as long as the employee qualifies for merit pay.

4 **Section 8.4. Request for Classification Review.** If there has been a gradual accretion or a
5 significant change in an employee's duties and responsibilities over a period of twelve (12) months or
6 longer, the employee or the director may request a review of the classification by the Human
7 Resources Director. An employee is not eligible to submit a reclassification request if it has been less
8 than twelve (12) months since the date of a previous classification determination for the position.
9 The Position Description Questionnaire (PDQ) shall be submitted to the employee's departmental
10 human resources manager for transmittal to the Human Resources Division (HRD) of the Department
11 of Executive Services (DES). The departmental human resources manager shall transmit the PDQ as
12 soon as practical, but no more than sixty (60) calendar days after submission of the PDQ. Exception:
13 An employee who is compensated to perform the duties of a position in a higher classification in
14 accordance with Section 8.3 is not eligible to submit a request for a classification review.

15 **A. Reclassification date.** If HRD determines that an employee should be reclassified,
16 the reclassification will be effective the first day of the next pay period after the date the HRD
17 received the PDQ.

18 **B. Classification Appeals.** If the employee or division director disagrees with the
19 determination of HRD, the employee or director may request a review by the HRD Director/designee.

20 **C. Classification Dispute Resolution.** If the Union disagrees with the classification
21 decision of the HRD Director/designee, the Union may, within thirty (30) days of the date of the HRD
22 Director/designee's decision, submit the matter to a mutually acceptable neutral third party. If the
23 County and the Union are unable to agree on a neutral third party, an arbitrator will be selected as
24 provided in Section 13.3. The third party will determine whether the employee's position is
25 appropriately classified, or if not, will determine the appropriate classification for the position within
26 the existing classification system. The third party will not have the authority to establish new job
27 classifications or modify an existing class specification. The decision of the neutral will be binding
28 on the parties.

1 **D. Classification Revisions.** If the County adopts revisions to any classifications
2 covered by this Agreement, the County will provide the Union with the proposed revisions and an
3 opportunity to bargain the effects of the revisions.

4 **Section 8.5 Shift Differential.** A shift differential of one dollar (\$1.00) per hour for all hours
5 worked shall apply to employees who work a regularly scheduled second shift or a regularly
6 scheduled third shift. Employees working alternative work schedules such as referenced in Section
7 10.2, are not eligible for shift differential unless their normal schedule is second or third shift.

8 **Section 8.6 Cost of Living Adjustment.** Cost of living adjustments will be in accordance
9 with Addendum C.

10 **Section 8.7 Payroll Period.** The parties agree the County has the right to implement a
11 common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act's
12 workweeks. The parties agree that applicable provisions of the Agreement may be re-opened at any
13 time by the County for the purpose of negotiating these standardized pay practices, to the extent
14 required by law.

15 **Section 8.8 Professional Certification Premium.** Employees in the classification of Safety
16 and Health Administrator IV who are required to hold the certification of Certified Safety
17 Professional or Certified Industrial Hygienist, and who perform work assignments for multiple
18 County departments, shall receive a premium of seven and one-half per cent (7.5%) of regular pay for
19 all compensated hours.

20 **Section 8.9 Application of Pay Ranges as a Result of Collective Bargaining with Other**
21 **Unions.** The parties agree to reopen the contract should the County adjust the wage ranges for non-
22 represented Executive Branch employees in the classifications listed in Addendum A and
23 Addendum B of this Agreement or in classifications paid at similar wage ranges that are paid to
24 bargaining unit(s) members covered by this Agreement.

25 **Section 8.10 Pension Trust.** The County agrees to re-open the Agreement upon request by
26 the Union, solely for the purpose of negotiating bargaining unit(s) employees' participation in the
27 Western Conference of Teamsters Pension Trust (WCTPT). The County and Union understand and
28 agree that the Union will conduct a membership vote to determine whether either bargaining unit will

1 participate in WCTPT, and that if a majority of members of that bargaining unit vote in favor of
2 participation, all members of the bargaining unit must participate. The parties further agree that
3 participation in WCTPT shall not result in an increase in the rate of pay for any employee covered by
4 this Agreement.

5 **ARTICLE 9: OVERTIME**

6 **Section 9.1 Overtime for Extra Hours.** All work performed over forty (40) hours in any
7 one (1) workweek or in excess of a full-time, hourly employee's scheduled work shift of at least eight
8 (8) hours in one (1) day shall be considered as overtime. Hourly employees whose scheduled full-
9 time shift is less than eight (8) hours per day will receive straight-time overtime pay for all work in
10 excess of the shift up to eight (8) hours, and will receive overtime pay after eight (8) hours in one (1)
11 day.

12 **A. Scheduled Day Off Overtime.** If an hourly employee is required to work on a
13 scheduled day off, the employee will be paid at the overtime rate for time worked in excess of forty
14 (40) compensated hours in the workweek.

15 **B. Compensatory Time.** If an hourly employee requests and the supervisor
16 approves, the employee may be granted compensatory time at the rate of one and one-half times (1-
17 1/2) for overtime hours worked in lieu of overtime pay. Employees may carry a maximum balance of
18 eighty (80) hours compensatory time. Compensatory time may be taken as paid time off, to be
19 requested and approved in the same process used for approving vacation leave. Employees may at
20 any time request and receive a cash out of accrued compensatory time; and, compensatory balances
21 will be cashed out annually in accordance with the procedures under the Personnel Guidelines.

22 **C. Authorization of Overtime.** All overtime shall be authorized in advance by the
23 director or the employee's supervisor, except in emergencies. With respect to emergency situations,
24 the employee shall make every reasonable effort to contact a supervisor prior to engaging in the work.
25 Work on Saturday and/or Sunday is not overtime when it is a regularly scheduled work day for the
26 employee.

27 **D. Overtime Assignment.** Except for shift extensions and employees performing
28 previously assigned work, when overtime work is necessary, supervisors and/or managers will request

1 volunteers from the qualified employees in the work group. If more employees volunteer than are
2 needed for overtime work, the overtime work will be assigned to the most senior among the
3 volunteers. If there are no volunteers or insufficient volunteers, overtime work will be assigned to the
4 least senior among the group of qualified employees, which may include temporary employees.

5 **E. Minimum Standards Preserved.** If any provision of this article conflicts with
6 minimum standards established by Federal or State law, then that provision shall be automatically
7 amended to provide the minimum standards.

8 **Section 9.2 Call Back.** A minimum of four (4) hours at overtime rate shall be allowed for
9 each call back of an hourly employee. A call back is defined as a circumstance where an employee
10 has left the work premises and is subsequently required to report back to the work premises prior to
11 his/her regular shift. Where such overtime hours worked exceeds the four (4) hours of call back, the
12 actual hours worked shall be paid at the overtime rate. Shift extensions do not constitute "call
13 backs." Scheduled training shall not be considered "call back" when training is scheduled within one
14 hour of the beginning or end of the employee's work shift. Employees shall be compensated for
15 training only for actual time spent in scheduled training.

16 **Section 9.3 Standby Pay.** An hourly employee assigned in writing standby status shall
17 receive ten per cent (10%) of the employee's base hourly rate of pay for each hour on standby. An
18 employee who is not assigned in writing to standby status shall not be required to respond to cellular
19 telephones, radios, or pagers during off-duty hours.

20 **A.** If an hourly employee who is not on standby accepts a work-related telephone call,
21 and as a result performs a minimum of eight (8) minutes of work, the employee will be paid for
22 fifteen (15) minutes at the overtime rate, or for the actual work time, whichever is greater. The
23 County may request documentation of the timing and nature of the telephone call. It is understood
24 that employees who are not on call are not required to be available to respond to work-related calls
25 during their off-duty time.

26 **ARTICLE 10: HOURS OF WORK**

27 **Section 10.1 Workweek.** The standard full-time workweek shall consist of thirty five (35) or
28 forty (40) hours within a seven (7) consecutive day period, exclusive of lunch periods, as determined

1 by the director; except as provided under Section 10.5. Employees required to move to a forty (40)
2 hour workweek, except for those employees who are exempt under Section 10.5, will be given thirty
3 (30) days notice before the change is implemented, unless another effective date is mutually agreed.

4 Any employee may request to work a thirty-five (35) or forty (40) hour work schedule and the
5 County may grant such request. The decision to grant or deny the request is solely at the County's
6 discretion and will be based on business needs.

7 **Section 10.2 Workday.** Generally, the working hours of each day shift shall be between
8 6:00 a.m. and 7:00 p.m. unless the operational needs of the division or of the particular assignment
9 dictate otherwise, or unless adjusted to accommodate alternative work schedules/flex time schedule
10 which may be requested by an employee. The establishment of reasonable work schedules is vested
11 within the purview of the division management and may be changed from time to time; provided, that
12 a two (2) week notice is given to all affected employees, except in exigent circumstances. Requests
13 for alternate work schedules or flex time will not be unreasonably rescinded or denied. The County
14 agrees to make a good faith effort to accommodate an employee's request for alternative work
15 schedules and/or flex time, consistent with efficient and effective County operations.

16 **Section 10.3 Telecommuting.** Where the County and the employee are mutually agreeable
17 to a telecommuting arrangement, the parties shall meet and document the terms of such agreement.
18 Such arrangements shall be in accordance with the County policy and will be approved when in the
19 best interests of the County and the employee.

20 **Section 10.4 Paid Rest Periods.**

21 A. Hourly employees covered by this Agreement shall be provided with one (1) paid,
22 fifteen (15)-minute rest period for each four (4) hours of working time as close to the mid-point of the
23 shift as possible. Scheduled rest periods are not required where the nature of the work allows
24 employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours
25 worked. If the employee is unable to take the rest period due to work requirements the employee will
26 be paid at the overtime rate for the missed rest period time.

27 B. **Unpaid Meal Period.** Hourly employees covered by this Agreement shall be
28 provided with an unpaid meal time of at least one-half (1/2) hour but not more than one (1) hour

1 during each work shift that exceeds five (5) hours. Meal periods will be scheduled between two (2)
2 to five (5) hours after the start of the shift. Meal periods shall be on paid time when the employee is
3 required by the County to remain on duty on the premises or at a prescribed work site in the interest
4 of the County.

5 **Section 10.5 Preservation of Designation.** A regular employee who elected to be
6 designated as hourly (by exercise of the one-time option provided in the 2001-2003 Agreement
7 Between King County and the Union Bargaining Coalition Regarding Professional and Technical
8 Classification/Compensation) to retain a thirty-five (35) hour work week is entitled to retain the
9 hourly status and thirty-five (35) hour work week if the position is reallocated to a different job class;
10 provided, the employee remains the incumbent in the reallocated position. An employee who has
11 elected to retain the hourly designation may retain the elected designation and workweek when
12 transferred at the County's initiative into a different, FLSA-exempt position. An employee who takes
13 a different position as a result of bumping or reduction in force may be allowed at management's
14 discretion to retain the hourly election.

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

16 The County will provide a medical, dental and life insurance plan for all benefit eligible
17 employees and their eligible dependents. Such plans, including any changes thereto, will be
18 negotiated by the County and the Union through the Joint Labor-Management Insurance Committee.

19 **ARTICLE 12: MISCELLANEOUS**

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

23 **Section 12.2 Reimbursement for Personal Transportation.** All employees who have been
24 authorized to use their own transportation on County business shall be reimbursed at the rate
25 established through Ordinance by the County Council.

26 **Section 12.3 Bulletin Boards and Use of Equipment.** The County agrees to permit the
27 Union shop stewards and business representatives to post on County bulletin boards the
28 announcement of meetings, election of officers, and any other Union material, providing there is

1 sufficient space, beyond what is required by the County for “normal” business operations.

2 A. Union shop stewards and business representatives shall be allowed to post
3 electronic mail notices on the County system if the notices meet the same requirements listed above.
4 In addition, such representatives may use the County electronic mail system for communications
5 related to contract administration. In no circumstance shall use of the County system interfere with
6 County operations or violate County policy.

7 **Section 12.4 Union Access.** Authorized representatives of the Union may have reasonable
8 access to its members in County facilities for transmittal of information or representation purposes
9 before work, after work, during lunch breaks or other regular breaks, or at any reasonable time as long
10 as the work of the County employees and services to the public are unimpaired. Prior to contacting
11 members in County facilities, such authorized agents shall make arrangements with the
12 director/designee.

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

19 **Section 12.6 Transportation Benefits.** The County agrees to maintain the current bus pass
20 benefit for eligible employees for the term of this Agreement. The County will also maintain the free
21 ride home program. If the County decides to discontinue or modify the free ride home program
22 during the term of this Agreement, the County will provide notice to the Union and an opportunity to
23 bargain the effects.

24 **Section 12.7 Job-Related Training.** The County will pay all fees and travel expenses for
25 required job-related training. Employees will be on paid work time when attending training required
26 by management.

27 **Section 12.8. Personnel Records.** The County will maintain one (1) official personnel file
28 for each employee. The personnel file shall contain official documents of employment, promotions,

1 discipline and other personnel and career-related records of the employee.

2 **A. Employee Access.** The employee may examine his/her personnel file. Employees
3 upon request may receive one (1) copy from their personnel file copied at no cost. Material relating
4 to job performance or personal character will be provided to the employee prior to placement in the
5 personnel file. The employee may challenge the propriety of including it in the file, and/or submit the
6 employee's own documentation to be attached to the challenged material. Employees may request to
7 have materials that reflect favorably on their performance or character included in their personnel file.

8 **B. Disclosure.** Personnel records shall not be disclosed except to persons authorized
9 under County policies, or as provided by law. An employee whose personnel file or personnel data is
10 subject to a public disclosure demand will be notified of the demand in a timely basis.

11 **12.9. Use of Reprimands.** Reprimands issued to regular employees will not be used for
12 progressive disciplinary actions, except to establish notice, after three (3) years of issuance of said
13 discipline; provided, the employee has had no further reprimands during the three (3) year period.

14 **12.10. Moving Employee Work Location.** Upon request of the Union, the County will
15 meet to discuss the impacts when moving a regular employee from one work location to another if
16 such move is to a different geographic location and is initiated by the County. County offices located
17 in downtown Seattle are considered a single geographic location.

18 **ARTICLE 13: GRIEVANCE PROCEDURE**

19 The County recognizes the importance and desirability of settling grievances promptly and
20 fairly in the interest of continued good employee relations and morale and to this end the following
21 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
22 possible level of supervision. Employees shall be unimpeded and free from restraint, interference,
23 coercion, discrimination or reprisal in seeking adjudication of their grievance.

24 **Section 13.1 Definition.**

25 **A. Grievance -** A grievance shall be defined as an alleged violation of any of the
26 express terms of this Agreement, except that verbal or written reprimands and grievances under
27 Article 14 (EEO) are not subject to Step 4 of the grievance procedure.

28 **B. Other matters** may arise in the course of employment that do not meet the above

1 definition of a grievance. Employees are encouraged to discuss their concerns or potential problems
2 informally with supervisors and/or managers.

3 **Section 13.2** Probationary, provisional, term-limited, and short-term temporary employees
4 are employed at will and shall not have the right to pursue grievances over discipline or discharge but
5 shall be able to pursue grievances as otherwise provided in this Article.

6 **Section 13.3 Procedure.**

7 **Step 1.** A grievance shall be presented in writing by the aggrieved employee, or the
8 Union representative at the employee's request, within twenty (20) working days of the occurrence or
9 knowledge of such, to the employee's immediate supervisor. The grievance statement shall include
10 the date(s) of the alleged violation, the article and section of this Agreement believed to be violated,
11 and the requested remedy. The supervisor shall gain all relevant facts and shall attempt to adjust the
12 matter and respond in writing to the employee within twenty (20) working days. If a supervisor fails
13 to timely issue the response, the Union may proceed to Step 2 of this grievance procedure. If a
14 grievance is not pursued to the next higher level within ten (10) working days after the supervisor's
15 response, it shall be presumed resolved.

16 **Step 2.** If, after thorough discussion with the immediate supervisor the grievance has
17 not been satisfactorily resolved, the written grievance shall then be presented to the division
18 director/designee for investigation, discussion and written reply. The division director/designee shall
19 make a written decision available to the aggrieved employee within ten (10) working days after
20 receipt of the written grievance statement. If a director fails to so issue a written reply by the due
21 date, the Union may proceed to Step 3 of this grievance procedure. If the grievance is not pursued to
22 the next higher level within ten (10) working days following the division director/designee's response
23 or timeline for issuing the response, it shall be presumed resolved.

24 **Step 3.** If, after thorough evaluation, the decision of the division director/designee has
25 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
26 Director of Labor Relations/designee for review. The Director/designee may request information in
27 addition to that in the grievance file, and shall determine the scope and method of review. The
28 Director/designee shall render a decision within ten (10) working days of his/her receipt of the

1 grievance file. If the Director/designee fails to so issue a response by the due date, the Union may
2 proceed to Step 4 of this grievance procedure.

3 **Step 4.** Either signatory party to this Agreement may request arbitration within thirty
4 (30) calendar days of the conclusion of Step 3. A request for arbitration must be submitted in writing
5 to the Labor Relations Director/designee, or to the Union representative if the County requests
6 arbitration. The arbitration request must specify:

- 7 a) Identification of section(s) of Agreement allegedly violated;
- 8 b) Details or nature of the violation;
- 9 c) Position of party who is referring the grievance to arbitration;
- 10 d) Questions which the arbitrator is being asked to decide; and
- 11 e) Remedy sought.

12 **A.** The parties shall then select a third disinterested party to serve as an arbitrator. In
13 the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected
14 from a panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Services or
15 another agency if the parties agree. The arbitrator will be selected from the list by both the County
16 representative and the Union, each alternately striking a name from the list until only one (1) name
17 remains. The first to strike will be decided by a coin toss. The arbitrator shall be asked to render a
18 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

3 **Section 13.4 Just Cause Standard.** The County shall not discharge, suspend, nor otherwise
4 discipline a regular employee for other than just cause. Copies of all reprimands, suspensions and
5 discharges shall be forwarded to the Union when issued to the employee. All disciplinary letters shall
6 notify the employee of their appeal rights through this grievance procedure and the time frame for
7 initiating a grievance.

8 **Section 13.5 Union Representation.** In the event the County requires an employee to attend
9 a meeting for purposes of questioning an employee with respect to an incident which may lead to
10 termination of that employee, the employee shall be advised of his/her right to be accompanied by a
11 representative of the Union and if the employee desires Union representation in said matter, he/she
12 shall notify the County at that time and shall be provided a reasonable time to arrange for Union
13 representation.

14 **Section 13.6 Extension of Timeframes.** The parties may extend the above described
15 deadlines in writing by mutual agreement of the parties.

16 **Section 13.7 Election of Remedies.** A regular employee who is covered by this Agreement
17 has access either to the grievance procedure herein, or the grievance procedure contained in the King
18 County Personnel Guidelines. Selection of one procedure will preclude access to the other to resolve
19 the grievance. Selection must be made at the conclusion of Step 1 of the procedure set forth in the
20 Personnel Guidelines or at the conclusion of Step 2 of the grievance procedure in this Article. The
21 employee's selection is final.

22 **Section 13.8 Expedited Arbitration.** If both parties agree, the arbitration may be expedited.
23 If one party desires expedited arbitration, the other party will not unreasonably withhold its consent.
24 In conducting an expedited arbitration, the parties shall select an arbitrator and schedule the
25 arbitration for a date no later than thirty (30) days after the issue is submitted to arbitration. The
26 parties will not submit post-hearing briefs, and the arbitrator will be asked to issue a bench decision,
27 but in any event will be required to issue a decision within seven (7) days of the close of the hearing.

28 **Section 13.9 Mediation.** After Step 3 of this procedure, the parties may agree to request the

1 assistance of a mutually acceptable neutral third party to serve as a mediator. This shall not preclude
2 either party from submitting the matter to arbitration as specified in Step 4. If no arbitration request
3 has been submitted prior to mediation, either party may request arbitration within thirty (30) days
4 after the mediator or one of the parties declares impasse.

5 **Section 13.10 Union Right and Responsibility To Process Grievances.** The Union shall
6 not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect
7 to the processing, disposition and/or settlement of any grievance, including hearings and final
8 decision of any arbitrator, the Union shall be the exclusive representative of the employee.

9 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

10 The County and the Union shall not unlawfully discriminate against any individual employees
11 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,
12 sex, religion, national origin, religious affiliation, marital status, age, sexual orientation, gender
13 identity or expression, or disability. Allegations of unlawful discrimination or alleged violations of
14 this Article shall not be a proper subject for adjudication under the grievance arbitration procedure of
15 Article 13 of this Agreement. Grievances involving allegations of discrimination that are not
16 resolved through the grievance procedure of Article 13 may be referred by the grievant to the
17 appropriate government agency.

18 **ARTICLE 15: SAVINGS CLAUSE**

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

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

26 **Section 16.1 No Strike, Work Stoppage or Slowdown.** The County and the Union agree
27 that the public interest requires efficient and uninterrupted performance of all County services and to
28 this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

1 Specifically, the Union shall not cause or condone any work stoppage, including any strike,
2 slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not
3 bona fide, or other interference with County functions by employees under this Agreement and should
4 same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action
5 by any employees in any bargaining unit shall be deemed a work stoppage if any of the above
6 activities have occurred.

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

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

16 **ARTICLE 17: WAIVER CLAUSE**

17 **Section 17.1** The parties acknowledge that each has had the unlimited right within the law
18 and the opportunity to make demands and proposals with respect to any matter deemed a proper
19 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth
20 in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each
21 agree to waive the right to oblige the other party to bargain with respect to any subject or matter not
22 specifically referred to or covered in this Agreement.

23 **Section 17.2** All letters, agreements and understandings in effect prior to the effective date of
24 this contract are deemed null and void with the effective date of this contract.

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

26 **Section 18.1 Seniority Definition.** Seniority for all regular employees in regular positions as
27 of November 14, 2008, is defined as total length of service in regular positions with the County
28 including any service with the Municipality of Metropolitan Seattle. For purposes of layoff,

1 bumping, and recall, the identification of affected employees shall be made on a case by case basis
2 with seniority as the primary consideration as well as ability, skill, and experience in the job
3 classification/position. For regular employees hired or transferred into positions covered by this
4 Agreement after November 14, 2008, seniority is defined as the total length of service in regular
5 positions within the Administrative Support Employees or Professional and Technical Employees
6 bargaining units.

7 **Section 18.2 Probation Period, Temporary Service and Seniority Date.** A new employee
8 shall be entitled to seniority when such employee has completed a probationary period of at least six
9 (6) months with the County. If the probation period was extended beyond six (6) months, the
10 seniority date will be retroactive to the beginning of employment upon successful completion of the
11 probationary period.

12 A. Temporary employees and term-limited temporary employees do not obtain
13 seniority until such time as they are hired in a regular position. For employees in short term or term-
14 limited temporary positions covered by this Agreement who are appointed to a regular position in that
15 classification without a break in service, upon successful completion of probation the seniority date
16 shall be the first day of employment in the temporary position. In addition, an employee who has
17 served as a term-limited temporary employee and who is subsequently appointed to a regular position
18 in the same department, division and classification within sixty (60) days of the employee's last day
19 of service as a term-limited temporary employee will have as seniority date the first day of
20 employment in the term-limited temporary position, provided that the employee requests such
21 seniority date within six (6) months of commencing service as a regular employee.

22 **Section 18.3 Loss of Seniority.** Seniority rights shall be forfeited if the regular employee is
23 discharged for just cause, if the employee resigns employment with the County or if the regular
24 employee is on a leave of absence in excess of two (2) years if such leave is approved in accordance
25 with Section 7.8.

26 **Section 18.4 Elimination of Positions.** The County agrees to notify the Union and the
27 affected regular employee in writing at least six (6) weeks in advance of any position anticipated to be
28 eliminated or any anticipated reduction in work hours. Seniority shall apply to layoffs pursuant to

1 Section 18.1. Such notice of layoff shall include the name, classification and seniority date of all
2 such employees whose positions are scheduled to be eliminated. Following the consideration of other
3 options as described below, and the exercise of bumping options as provided in this Article, the
4 affected employees will receive the final notice of layoff not less than thirty (30) days before the
5 effective date. Prior to laying off any employee, management shall consider the following options for
6 the impacted employee(s):

7 A. Voluntary layoff.

8 B. Voluntary retirement - pursuant to the rules of the Public Employment Retirement
9 System.

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

11 **Section 18.5 Placement.** The County will endeavor to place in other positions throughout
12 the County those employees who are laid off. Employees who are eligible will receive referral,
13 placement, and other services provided by the King County Career Support Services Program.

14 **Section 18.6 Bumping.** Employees who are identified for layoff by written notice, or written
15 notice of a reduction of work hours, must within three (3) work days after the employee receives such
16 notice, notify the County of their intention to bump into another position within the bargaining unit,
17 provided such an option is available.

18 **A. Eligibility to Bump.** After receiving the layoff or reduction in hours notice,
19 employees may displace (bump) another employee within the employee's layoff group as defined in
20 Section 18.7 below, if they meet all of the following criteria:

21 1. The laid off employee may bump the least senior employee in the layoff
22 group who holds a position for which the laid off employee is qualified in the job classification or job
23 classification series from which the employee is laid off, provided the employee to be bumped has
24 less seniority than the employee who elects to bump; and

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

27 3. The employee electing to bump has the skill, ability and experience required
28 to perform the work of the job classification/position.

1 **B.** Identification of bumping options will begin with the classification from which the
2 employee is laid off, and proceed to the next lower level classification in the series if no option is
3 available in the employee's classification. If no bumping option is available within the laid off
4 employee's classification and classification series, the employee may bump the least senior employee
5 in another classification (or lower paid classification in the classification series) covered by this
6 Agreement in the layoff group who holds a position for which the laid off employee is qualified,
7 provided that

- 8 1. The laid off employee completed a probationary period in the
9 classification; and
- 10 2. The employee to be bumped has less seniority than the employee
11 who elects to bump; and
- 12 3. The job classification of the employee to be bumped is at a pay
13 range equal to or lower than the employee who elects to bump; and
- 14 4. The employee electing to bump has the skill, ability and experience
15 required to perform the work of the job classification/position.

16 **Section 18.6.1 Bumping Procedure.** The County will identify the position or positions into
17 which a laid off employee is qualified to bump. It shall be the right of management to determine if an
18 employee has the skill, ability and experience required to bump into a position as stated in Section
19 19.3.

20 **A.** An objection to a determination by management that an employee does not have
21 the requisite skill, ability and experience shall be initiated at Step 2 of the grievance procedure set
22 forth in Article 13 of this Agreement. The employee who raises such objection through the grievance
23 procedure must participate in a skills assessment by the Career Support Services program. The skills
24 assessment will be considered by the Division Director/designee who adjudicates the employee's
25 grievance.

26 **B.** If more than one (1) laid-off employee is eligible to bump into a position, the most
27 senior among the laid off employees will have priority.

28 **C.** Nothing in this Article shall be construed as a requirement by a laid-off employee

1 to displace another employee. Exercise of the bumping option shall be voluntary.

2 **D.** An employee who is notified of a bumping option must accept or decline the
3 option within five (5) work days of being notified. If the employee does not respond within the five
4 (5) days, the County will consider that the employee has declined to bump. The employee will be
5 advised of the five (5) day response requirement when notified of the bumping option.

6 **Section 18.7 Layoff Groups.** For purposes of administering this Article, the following are
7 the layoff groups in which an employee may exercise bumping rights:

8 Layoff groups within the Department of Executive Services:

- 9 • Finance and Business Operations Division
- 10 • Human Resources Division
- 11 • Office of Risk Management
- 12 • Records, and Licensing Services Division
- 13 • Facilities Management Division

14 The layoff group is the Department for the following:

- 15 • Department of Natural Resources and Parks
- 16 • Department of Adult and Juvenile Detention
- 17 • Department of Development and Environmental Services
- 18 • Department of Public Health
- 19 • Elections
- 20 • Department of Transportation
- 21 • Department of King County Information Technology

22 **Section 18.8 Bumping of Temporary Employees.** A regular employee may bump a term-
23 limited temporary employee in a bargaining unit position within the layoff group, or may accept
24 appointment into a vacant term-limited position in the bargaining unit, provided the regular employee
25 meets the qualifications of the position. The placement of a regular employee into a term-limited
26 position shall not convert such position to a regular position; however, at the conclusion of the term-
27 limited appointment, such regular employee shall be entitled to all benefits of any other regular
28 employee subject to layoff, as provided in this Article. The employee will continue to accrue

1 seniority while in the term-limited position.

2 **Section 18.9 Recall.** All bargaining unit employees who are laid off, whose hours of work
3 are reduced involuntarily, who accept a position with a lower salary range, or who accept a term-
4 limited temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to
5 the job classification held at the time of layoff shall be by seniority pursuant to Sections 18.1 and 18.2
6 of this Article. A laid off employee may be involuntarily removed from the recall list after the
7 expiration of two (2) years from the date of layoff, or if the employee does not accept re-employment
8 within the bargaining unit in a similar position/job classification, except for bona fide reasons.
9 Refusal to accept re-employment in a position with a lower salary range or with fewer working hours
10 than the employee held at the time of layoff shall not be cause for removal from the recall list.
11 Employees who are eligible for recall may accept a temporary or term-limited position without
12 jeopardy to their recall rights.

13 **Section 18.10** The Human Resources Division shall adhere to the procedures to the County's
14 Workforce Management Plan, except as otherwise provided in this Agreement, regarding the
15 placement of laid off employees to positions within the bargaining unit.

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

17 **Section 19.1** Vacant regular bargaining unit positions shall be filled according to the
18 following priority order for appointments:

- 19 A. a qualified, regular bargaining unit member eligible for reassignment within the
20 same job classification for disability accommodation,
- 21 B. a qualified regular bargaining unit member on the layoff-recall list for the same job
22 classification, as provided in Section 18.9 of this Agreement,
- 23 C. a qualified, regular bargaining unit member eligible for reassignment for disability
24 accommodation in a different job classification,
- 25 D. a qualified County employee eligible for reassignment for disability
26 accommodation,
- 27 E. qualified County employees eligible for recall or placement, in accordance with
28 King County Workforce Management Plan or other applicable County policies,

1 F. Open competitive process. Competitive regular bargaining unit members will be
2 given first consideration over non-bargaining unit applicants for the position. If there is a tie between
3 regular competitive bargaining unit members, seniority will be the deciding factor.

4 **Section 19.2 Probationary Trial Period for Promotion and Reversion Rights.** Promoted
5 employees who do not successfully complete their probationary period in the new position shall have
6 the right to return to the job previously held if still vacant and available. If the position previously
7 held is not available, the County will make a good faith effort to place the employee in an equivalent
8 bargaining unit position for which the employee is qualified. If no such position is available, the
9 employee may elect to be placed on the recall list for the former classification, as provided in Section
10 18.9 of this Agreement.

11 **Section 19.3 Standards for Qualification and Competitiveness.** It shall be the right of
12 management to make the determination of employee qualification, skill, and ability called for in this
13 Article and Article 18, and such determination shall be made on a reasonable basis.

14 **ARTICLE 20: PERFORMANCE EVALUATIONS**


15 At least one (1) performance evaluation should be completed during the employee's
16 probationary or trial service period, and at least annually thereafter. The annual evaluation should be
17 completed no later than October 1 of each calendar year. However, late evaluations will not affect the
18 date a wage adjustment will be effective if such wage adjustment is based on the evaluation. The
19 supervisor doing the evaluation should meet with employee at the start of the review period to discuss
20 performance standards and any expected performance measures that will be evaluated during the
21 rating period. In the event that the County implements a new performance evaluation system during
22 the term of the Agreement the parties agree to reopen the Agreement to negotiate the effects.


1 **ARTICLE 21: 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, 2011, through
4 January 31, 2014. 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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APPROVED this 2nd day of August, 2012.

By 
King County Executive


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