

**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
February 1, 2014 through December 31, 2016**

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3 **King County**
4 **And**
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10 **Administrative Employees**
11 **Term of Agreement**
12 **February 1, 2014 through December 31, 2016**

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

17 **ARTICLE 1: PURPOSE AND DEFINITIONS**

18 **Section 1.1 Purpose.** The purpose of this Agreement is to promote the continued
19 improvement of the relationship between the County and its employees represented by the Union.
20 The articles of this Agreement set forth the wages, hours and working conditions for the bargaining
21 unit employees.

22 **Section 1.2 Definitions.** Definitions that apply to this Agreement are found under King
23 County Code (“Code”) 3.12.010. Where there is a difference between the Code definition and a
24 definition below, the Code will prevail. In addition to Code definitions, below are additional
25 definitions that pertain solely to the Agreement. If a Code definition change is made that affects this
26 Agreement, the County agrees to bargain the effects of the change as required by law.

27 **A. Benefit Eligible Employee** - Regular, provisional, probationary and term-limited
28 temporary employees are eligible for insured benefits (e.g. medical, dental, life), paid and unpaid
leaves as provided under the terms of this Agreement.

B. Hourly Employee - An employee who is not exempt from the Fair Labor
Standards Act and is eligible for overtime.

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

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

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

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

8 **G. Base Hourly Rate (Base Rate)** - The hourly rate of pay for the position that
9 excludes all pay premiums (e.g., wage rated premiums and additions such as special duty pay).

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

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

14 **Section 2.2 Union Membership.**

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

28 **B.** Provided, however, that nothing contained in this section shall require an employee

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

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

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

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

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

27 **Section 2.7 Union Security and Job Removal.** Failure by an employee to satisfy the
28 requirements of Section 2.2 shall constitute cause for dismissal; provided that the County has no duty

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

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

11 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

26 **Section 3.2 Subcontracting.** The County shall not contract out work which the members of
27 the Union have historically performed unless it is required by law or is a business necessity due to an
28 emergency situation or to augment the workforce on a short-term, temporary basis. Except for

1 emergency situations, the County shall provide notice to the Union of its intent to contract out and,
2 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under
3 no circumstance shall the County agree to any long-term or permanent contracting out of bargaining
4 unit work. Nothing in this provision shall limit what the County has historically contracted out, and
5 no jobs will be eliminated due to contracting out.

6 **ARTICLE 4: HOLIDAYS**

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

11 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	

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

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

27 **Section 4.3 Personal Holidays.** Personal holidays shall be administered through the
28 vacation plan. One (1) day shall be added to the vacation leave bank in the pay-period that includes

1 the first (1st) of October and one (1) day will be added in the pay-period that includes the first (1st)
2 day of November each year.

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

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

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

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

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

1 addition to the regular holiday pay.

2 **3) Holiday Pay Counts as Time Worked.** Holidays paid for but not worked
3 by hourly employees shall be recognized as time worked for the purpose of determining weekly
4 overtime.

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

10 **D. Prorated Holiday Leave.** Part-time hourly employees shall receive holiday pay
11 prorated to reflect his/her normally scheduled workweek. Salaried employees shall receive holiday
12 benefits to cover the scheduled number of hours that day per King County Policy PER 8-1-2, as
13 amended.

14 **ARTICLE 5: VACATIONS**

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

1 **A. Accrual Rate Schedule.** Benefit eligible employees shall accrue vacation leave as
2 described in the following table:

Full Years of Service	Approximate 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

15
16 **B. Prorated Vacation Leave.** Part-time employees shall receive vacation leave
17 prorated to reflect his/her normally scheduled workweek.

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

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

25 **Section 5.3 Vacation Eligibility.** Employees shall not be eligible to take or be paid for
26 vacation leave until they have successfully completed their first six (6) months of County service in a
27 leave eligible position, and if they leave County employment prior to successfully completing their
28 first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave. This

1 section does not apply to employees who use accrued vacation leave for a qualifying event under the
2 Washington Family Care Act.

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

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

7 **Section 5.6 Increments of Use.** Hourly employees may use vacation leave in one-quarter
8 (1/4) hour increments, at the discretion of the director/designee.

9 **Section 5.7 Vacation Scheduling.**

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

15 **B. Dispute Resolution Regarding Vacation Approval.** Business needs within
16 divisions and work groups affect how management responds to employee vacation requests. Labor
17 Management Committees are an appropriate forum for discussion of policies and procedures for
18 vacation approval.

19 **Section 5.8 Vacation Accrual Maximum and Carryover Rules.** Employees working a
20 forty (40) hour workweek may accrue up to a maximum of sixty (60) days (480 hours) of vacation.
21 The maximum is 420 hours for thirty-five (35) hour per week employees. Part-time employees may
22 accrue an annual maximum vacation leave prorated to reflect the ratio of their normally scheduled
23 hours to that of a full time regular schedule. Leave eligible employees shall continue to accrue
24 vacation in excess of the maximum during the calendar year in which they reach the maximum;
25 however, they must use vacation leave beyond the maximum accrual amount on or before the last day
26 of the pay period that includes December 31 of each year. Employees shall forfeit the excess accrual
27 effective the last day of the pay period that includes December 31st of each year, unless the employee
28 has received approval in accordance with County policies and procedures to carry over excess

1 vacation accrual into the following year.

2 **Section 5.9 Vacation Payout**

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

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

14 **ARTICLE 6: SICK LEAVE**

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

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

24 **Section 6.3 Vacation in Lieu of Sick Leave -** During the first six (6) months of service in a
25 benefit eligible position, employees may, at the director/designee's discretion, use any accrued days
26 of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in
27 a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County
28 upon termination. This section does not apply to an employee who uses accrued vacation leave for a

1 qualifying event under the Washington Family Care Act.

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

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

10 **Section 6.6 Sick Leave Payout Upon Separation.** Except as modified by a VEBA
11 agreement, employees eligible to accrue leave and who have successfully completed at least five (5)
12 years of County service and who retire as a result of length of service or who terminate by reason of
13 death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an
14 amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the
15 employee's base hourly rate of pay in effect upon the date of leaving County employment less
16 mandatory withholdings. Retirement as a result of length of service means an employee is eligible,
17 applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan
18 immediately upon terminating County employment.

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

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

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

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

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

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

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

14 E. Exposure to contagious diseases and resulting quarantine.

15 F. An employee's temporary disability caused by or contributed to by pregnancy and
16 childbirth.

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

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

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

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

26 2. the family member is the employee's spouse or domestic partner, the
27 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
28 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the