



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

November 3, 2015

Ordinance 18142

Proposed No. 2015-0340.1

Sponsors Phillips and Dembowski

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and International Brotherhood of Teamsters Local  
4 117 (Professional & Technical and Administrative  
5 Employees) representing employees in the departments of  
6 adult and juvenile detention, community and human  
7 services, executive services, King County information  
8 technology, natural resources and parks, permitting and  
9 environmental review, public health, transportation and  
10 King County elections; and establishing the effective date  
11 of said agreement.

12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

13 SECTION 1. The collective bargaining agreement negotiated by and between  
14 King County and International Brotherhood of Teamsters Local 117 (Professional &  
15 Technical and Administrative Employees) representing employees in the departments of  
16 adult and juvenile detention, community and human services, executive services, King  
17 County information technology, natural resources and parks, permitting and  
18 environmental review, public health, transportation and King County elections, which is

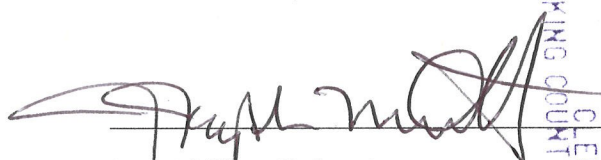
19 Attachment A to this ordinance, is hereby approved and adopted by this reference made a  
20 part hereof.

21 SECTION 2. Terms and conditions of said agreement shall be effective from  
22 February 1, 2015, through and including December 31, 2016.  
23

Ordinance 18142 was introduced on 8/31/2015 and passed by the Metropolitan King  
County Council on 11/2/2015, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr.  
Upthegrove  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

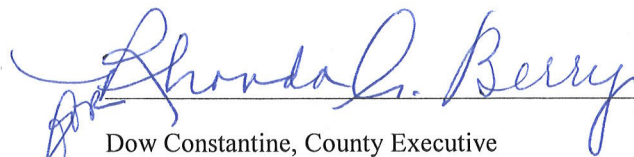
  
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 13<sup>th</sup> day of November, 2015.

  
Dow Constantine, County Executive

Attachments: A. Agreement - Term of Agreement February 1, 2014 through December 31, 2016

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**AGREEMENT  
By and Between  
King County  
And  
Teamsters Local Union No. 117  
Affiliated with the  
International Brotherhood of Teamsters  
Professional & Technical  
And  
Administrative Employees  
Term of Agreement  
February 1, 2014 through December 31, 2016**

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**AGREEMENT**  
**By and Between**  
**King County**  
**And**  
**Teamsters Local Union No. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**  
**Professional & Technical**  
**And**  
**Administrative Employees**  
**Term of Agreement**  
**February 1, 2014 through December 31, 2016**

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

**ARTICLE 1: PURPOSE AND DEFINITIONS**

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

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

**A. Benefit Eligible Employee** - Regular, provisional, probationary and term-limited 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

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

#### **ARTICLE 4: HOLIDAYS**

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

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	

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

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

**Section 4.3 Personal Holidays.** Personal holidays shall be administered through the 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.

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

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

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

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

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

1 employee, the employee's spouse or domestic partner, or the grandparent of the employee; and

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

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

6 b) the care of the employee's child or child of the employee's spouse  
7 or domestic partner whose illness or health condition requires treatment or supervision by the  
8 employee; or

9 c) Care of a family member who suffers from a serious health  
10 condition.

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

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

25 Intermittent leave is subject to the following conditions:

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



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

4                   **C. Possible Transfer.** If an employee requests intermittent leave or leave on a  
5 reduced leave schedule under Section 6.10.B. above, that is foreseeable based on planned medical  
6 treatment, the director/designee may require the employee to transfer temporarily to an available  
7 alternative position for which the employee is qualified and that has equivalent pay and benefits and  
8 that better accommodates recurring periods of leave than the regular position of the employee.

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

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

13                   **F. Return to Work.** An employee who returns from unpaid family or medical leave  
14 within the time provided in this Article is entitled, subject to bona fide layoff provisions, to:

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

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

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

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

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

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

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

1 C. FLSA-Exempt employees shall use sick leave in accordance with PER 8-1-2  
2 (AEP), as amended.

3 **Section 6.13 Unused Sick Leave Conversion to Vacation.** Hourly employees who use two  
4 regularly scheduled days (16 hours for a full-time employee working a 40 hour workweek and 14  
5 hours for a full-time employee working a 35 hour workweek) or less of sick leave in a payroll year (as  
6 reflected on the last paycheck of the year) will be eligible to convert up to three days (24 hours) for a  
7 full-time employee working a 40 hour workweek and (21 hours) for a full-time employee working a  
8 35 hour workweek of sick leave to vacation hours. Employees must request such conversion no later  
9 than January 31 of the following year.

## 10 **ARTICLE 7: PAID LEAVES**

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

### 15 **Section 7.2 Bereavement Leave**

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

19 B. Employees who are not benefit eligible may be granted leave without pay, or may  
20 be allowed to use compensatory time, if available, for bereavement leave.

21 C. Immediate family means any of the following:

- 22 • Employee's spouse or domestic partner
- 23 • Parent of the employee, employee's spouse or domestic partner
- 24 • Grandparent of the employee, employee's spouse or domestic partner
- 25 • Child of the employee, employee's spouse or domestic partner
- 26 • Son-in-law or daughter-in-law of the employee, employee's spouse or  
27 domestic partner
- 28 • Grandchild of the employee, employee's spouse or domestic partner

- Sibling of the employee, employee's spouse or domestic partner.

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

### **Section 7.3 Organ Donor Leave**

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

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

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

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

### **Section 7.4 Donation of Leaves**

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

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

2) **Limitations.** The number of hours donated shall not exceed the donor's

1 accrued vacation credit as of the date of the request. No donation of vacation hours shall be permitted  
2 where it would cause the employee receiving the transfer to exceed his or her maximum vacation  
3 accrual.

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

10 **B. Sick Leave Hours.**

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

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

18 **3) Return of Unused Donations.** Donated sick leave hours must be used  
19 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death  
20 of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from  
21 the sick leave payoff provisions contained in Article 6, and sick leave restoration provisions  
22 contained in Article 6. For purposes of this section, the first hours used by an employee shall be  
23 accrued sick leave hours.

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

27 **D. Conversion Rate.** All vacation and sick leave hours donated shall be converted to  
28 a dollar value based on the donor's base hourly rate at the time of donation. Such dollar value will

1 then be divided by the receiving employee's base rate to determine the actual number of hours  
2 received. Unused donated vacation and sick leave shall be reconverted based on the donor's base  
3 hourly rate at the time of reconversion.

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

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

14 **Section 7.7 Military Leave.** A leave of absence for active military duty or active military  
15 training duty shall be granted to eligible employees in accordance with applicable provisions of state  
16 and/or federal law; provided, that a request for such leave shall be submitted to the appointing  
17 authority in writing by the employee and accompanied by a validated copy of military orders ordering  
18 such active duty or active training duty. If an employee is called to involuntary active duty, she/he  
19 may be eligible for health benefit continuation and pay supplementation in accordance with County  
20 policy at the time the individual is called to active duty.

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

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

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

28 **C. Reasonable Approval.** Leaves specified in Sections 7.8.A. and B. above shall not

1 be unduly denied.

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

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

11           **A.** Employees who are employed in an eligible bargaining unit position on January 1,  
12 shall be allowed five (5) days of Executive Leave for use during the calendar year; those employed in  
13 an eligible bargaining unit position after January 1 but before June 1, shall be allowed three (3) days  
14 of Executive Leave for use during the calendar year; those who are employed in an eligible bargaining  
15 unit position after June 1, but before September 1 shall be allowed two (2) days Executive Leave for  
16 use during the calendar year.

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

19           **C.** The guaranteed days of Executive Leave will not be awarded for the calendar year  
20 while an employee is on probation or to an employee whose most recent performance evaluation has  
21 an overall rating less than satisfactory. An employee will be considered to be in an eligible  
22 bargaining unit position on the date he or she successfully completes probation and will be awarded  
23 the guaranteed days as provided under Section A herein.

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

## 26 **ARTICLE 8. WAGE RATES**

27           **Section 8.1 Step Progression.** New employees shall be hired at Step 1 of their respective  
28 pay range, or at a higher Step at management's discretion, and advanced to the next step after



1 completion of a six (6) month probation period, except as provided herein. Advancement to the next  
2 step upon successful completion of an extended probationary period shall be made retroactive to the  
3 start of the seventh (7th) month of employment in the new position, except as provided herein.  
4 Advancement to the next step following successful completion of probation is at management's  
5 discretion if the employee is hired above Step 1.

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

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

18 **Section 8.3 Work Out of Class/Acting Assignment.** In the event an employee is assigned,  
19 in writing, to perform duties of a higher classification in accordance with the King County Code and  
20 applicable procedures, he/she shall be paid for all time so assigned at the first pay step of the higher  
21 classification or at the step which is approximately five percent (5%) above the employee's regular  
22 salary step, whichever is greater, but not to exceed the top step of the new range. If the employee's  
23 former salary step includes an above Step 10 amount as a merit increase, the out-of-class pay shall be  
24 based on the above Step 10 amount as long as the employee qualifies for merit pay.

25 **Section 8.4. Request for Classification Review.** If there has been a gradual accretion or a  
26 significant change in an employee's duties and responsibilities over a period of twelve (12) months or  
27 longer, the employee or the director may request a review of the classification by the Human  
28 Resources Director. An employee is not eligible to submit a reclassification request if it has been less



1 than twelve (12) months since the date of a previous classification determination for the position.  
2 The Position Description Questionnaire (PDQ) shall be submitted to the employee's departmental  
3 human resources manager for transmittal to the Human Resources Division (HRD) of the Department  
4 of Executive Services (DES). The departmental human resources manager shall transmit the PDQ as  
5 soon as practical, but no more than sixty (60) calendar days after submission of the PDQ. Exception:  
6 An employee who is compensated to perform the duties of a position in a higher classification in  
7 accordance with Section 8.3 is not eligible to submit a request for a classification review.

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

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

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

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

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

1           **Section 8.6 Cost of Living Adjustment for 2015 and 2016.** Cost of living adjustments will  
2 be in accordance with the Coalition Settlement Agreement, Addendum C, and subject to the terms  
3 therein.

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

9           **Section 8.8 Professional License and Certification Pay Premium.**

10           **A. Introduction.** The purpose of this pay premium (premium) is to compensate  
11 employees who are required to possess a valid professional license or certification for their specific  
12 job position that is beyond the requirements for all positions in a classification covered under this  
13 Agreement.

14           **B. Eligibility.** A premium of fifty dollars (\$50.00) a month shall be paid to  
15 employees who have a valid professional license or certification if all the following conditions are  
16 met: 1) it is listed in Subsection C or as otherwise agreed to by the County; 2) it is an additional  
17 requirement for a specific job position; and 3) it is not required for all positions in the classification.  
18 Premiums will only be paid prospectively after an employee submits written proof of the license or  
19 certification and the County approves its validity. The County may ask an employee to provide at  
20 least annual documentation of a license or certification to receive the premium. No employee may  
21 receive more than (\$50.00) per month under this Article regardless of the number of eligible  
22 certifications and licenses they possess.

23           **C. Professional Licenses and Certifications.**

24           The following is a list of professional licenses and certifications eligible for the premium:

- 25                   ➤ Certified Public Accountant;
- 26                   ➤ Real Estate Appraiser Certification, Washington State;
- 27                   ➤ Managing Broker and Designated Broker License;
- 28                   ➤ Federal Department of Transportation Substance Abuse Professional

1 Certification; and,

2 ➤ Project Management Institute Certification.

3 **Section 8.9 Application of Pay Ranges as a Result of Collective Bargaining with Other**

4 **Unions.** The parties agree to reopen the contract should the County adjust the wage ranges for non-  
5 represented Executive Branch employees in the classifications listed in Addendum A and  
6 Addendum B of this Agreement or in classifications paid at similar wage ranges that are paid to  
7 bargaining unit(s) members covered by this Agreement.

8 **Section 8.10 Pension Trust.** The County agrees to re-open the Agreement upon request by  
9 the Union, solely for the purpose of negotiating bargaining unit(s) employees' participation in the  
10 Western Conference of Teamsters Pension Trust (WCTPT). The County and Union understand and  
11 agree that the Union will conduct a membership vote to determine whether either bargaining unit will  
12 participate in WCTPT, and that if a majority of members of that bargaining unit vote in favor of  
13 participation, all members of the bargaining unit must participate. The parties further agree that  
14 participation in WCTPT shall not result in an increase in the rate of pay for any employee covered by  
15 this Agreement.

16 **ARTICLE 9: OVERTIME**

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

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

26 **B. Compensatory Time.** If an hourly employee requests and the supervisor  
27 approves, the employee may be granted compensatory time at the rate of one and one-half times (1-  
28 1/2) for overtime hours worked in lieu of overtime pay. Employees may carry a maximum balance of

1 eighty (80) hours compensatory time. Compensatory time may be taken as paid time off, to be  
2 requested and approved in the same process used for approving vacation leave. Employees may at  
3 any time request and receive a cash out of accrued compensatory time; and, compensatory balances  
4 will be cashed out annually in accordance with the procedures under the Personnel Guidelines.

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

10 **D. Overtime Assignment.** Except for shift extensions and employees performing  
11 previously assigned work, when overtime work is necessary, supervisors and/or managers will request  
12 volunteers from the qualified employees in the work group. If more employees volunteer than are  
13 needed for overtime work, the overtime work will be assigned to the most senior among the  
14 volunteers. If there are no volunteers or insufficient volunteers, overtime work will be assigned to the  
15 least senior among the group of qualified employees, which may include temporary employees or as  
16 otherwise mutually agreed to in the individual work unit, division, or department's labor management  
17 committee. The parties recognize that the mutually agreed upon process for allocating overtime  
18 assignments may change from time to time and it shall not constitute a past practice or impose a  
19 contractual obligation on the County outside the explicit language in Article 9.

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

23 **Section 9.2 Call Back.** A minimum of four (4) hours at overtime rate shall be allowed for  
24 each call back of an hourly employee. A call back is defined as a circumstance where an employee  
25 has left the work premises and is subsequently required to report back to the work premises prior to  
26 his/her regular shift. Where such overtime hours worked exceeds the four (4) hours of call back, the  
27 actual hours worked shall be paid at the overtime rate. Shift extensions do not constitute "call  
28 backs." Scheduled training shall not be considered "call back" when training is scheduled within one

1 hour of the beginning or end of the employee's work shift. Employees shall be compensated for  
2 training only for actual time spent in scheduled training.

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

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

### 13 **ARTICLE 10: HOURS OF WORK**

14 **Section 10.1 Workweek.** The standard full-time workweek shall consist of thirty five (35) or  
15 forty (40) hours within a seven (7) consecutive day period, exclusive of lunch periods, as determined  
16 by the director; except as provided under Section 10.5. Employees required to move to a forty (40)  
17 hour workweek, except for those employees who are exempt under Section 10.5, will be given thirty  
18 (30) days notice before the change is implemented, unless another effective date is mutually agreed.

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

22 **Section 10.2 Workday.** Generally, the working hours of each day shift shall be between  
23 6:00 a.m. and 7:00 p.m. unless the operational needs of the division or of the particular assignment  
24 dictate otherwise, or unless adjusted to accommodate alternative work schedules/flex time schedule  
25 which may be requested by an employee. The establishment of reasonable work schedules is vested  
26 within the purview of the division management and may be changed from time to time; provided, that  
27 a two (2) week written notice is given to all affected employees, except in exigent circumstances.  
28 Requests for alternate work schedules or flex time will not be unreasonably rescinded or denied. The

County agrees to make a good faith effort to accommodate an employee's request for alternative work schedules and/or flex time, consistent with efficient and effective County operations.

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

**Section 10.4 Paid Rest Periods.**

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

B. **Unpaid Meal Period.** Hourly employees covered by this Agreement shall be provided with an unpaid meal time of at least one-half (1/2) hour but not more than one (1) hour during each work shift that exceeds five (5) hours. Meal periods will be scheduled between two (2) to five (5) hours after the start of the shift. Meal periods shall be on paid time when the employee is required by the County to remain on duty on the premises or at a prescribed work site in the interest of the County.

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



1 discretion to retain the hourly election.

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

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

6 **ARTICLE 12: MISCELLANEOUS**

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

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

13 **Section 12.3 Bulletin Boards and Use of Equipment.** The County agrees to permit the  
14 Union shop stewards and business representatives to post on County bulletin boards the  
15 announcement of meetings, election of officers, and any other Union material, providing there is  
16 sufficient space, beyond what is required by the County for "normal" business operations.

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

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

28 **Section 12.5 Safety and Health.** The County agrees to comply with all applicable Federal,



1 State and local laws and regulations regarding health and safety. In the event an employee discovers  
2 or identifies an unsafe condition, the employee will immediately notify the supervisor. Employees  
3 will not be disciplined for reporting unsafe conditions. If the County determines that there is an  
4 unsafe condition, it will be remedied immediately. No employee shall be required to use equipment  
5 which is not in a safe condition, or to work in an unsafe environment.

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

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

14 **Section 12.8 Personnel Records.** The County will maintain one (1) official personnel file  
15 for each employee. The personnel file shall contain official documents of employment, promotions,  
16 discipline and other personnel and career-related records of the employee.

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

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

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

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

5       **Section 12.11 Voluntary Demotion.** A regular bargaining unit employee may choose to  
6 voluntarily demote into a lower paid bargaining unit position for which they are qualified to perform  
7 the work and for which the director has determined that the demotion is in the best interests of the  
8 County. The position that is voluntarily demoted into will not be considered vacant. The following  
9 terms shall apply to the demoted employee:

10           A. Pay rate shall be determined under Section 6.10 of the Personnel Guidelines or the  
11 CBA, whichever is greater.

12           B. Seniority shall be determined by Section 18.1 of the CBA.

13           C. No right to recall to the position or job classification held prior to demotion unless  
14 demotion was a direct consequence of layoff notification.

15           D. The parties agree to follow Personnel Guidelines on a term or condition that  
16 directly applies to the demotion if it is not addressed above.

17       **Section 12.12 Travel Time.** Employees that use their own vehicle shall be compensated for  
18 travel time between work locations during work hours as required by the FLSA. Mileage  
19 reimbursement will be in accordance with Section 12.2.

20       **ARTICLE 13: GRIEVANCE PROCEDURE**

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

26       **Section 13.1 Definition.**

27           A. Grievance - A grievance shall be defined as an alleged violation of any of the  
28 express terms of this Agreement, except that verbal or written reprimands and grievances under

1 Article 14 (EEO) are not subject to Step 4 of the grievance procedure.

2           **B.** Other matters may arise in the course of employment that do not meet the above  
3 definition of a grievance. Employees are encouraged to discuss their concerns or potential problems  
4 informally with supervisors and/or managers.

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

8           **Section 13.3 Procedure.**

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

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

26           **Step 3.** If, after thorough evaluation, the decision of the division director/designee has  
27 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
28 Director of Labor Relations/designee for review. The Director/designee may request information in

1 addition to that in the grievance file, and shall determine the scope and method of review. The  
2 Director/designee shall render a decision within ten (10) working days of his/her receipt of the  
3 grievance file. If the Director/designee fails to so issue a response by the due date, the Union may  
4 proceed to Step 4 of this grievance procedure.

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

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

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

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

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

28 **D.** No matter may be arbitrated which the County by law has no authority over, has no

1 authority to change, or has been delegated to any civil services commission or personnel board as  
2 defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

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

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

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

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

1 but in any event will be required to issue a decision within seven (7) days of the close of the hearing.

2       **Section 13.9 Mediation.** After Step 3 of this procedure, the parties may agree to request the  
3 assistance of a mutually acceptable neutral third party to serve as a mediator. This shall not preclude  
4 either party from submitting the matter to arbitration as specified in Step 4. If no arbitration request  
5 has been submitted prior to mediation, either party may request arbitration within thirty (30) days  
6 after the mediator or one of the parties declares impasse.

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

#### 11 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

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

#### 20 **ARTICLE 15: SAVINGS CLAUSE**

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

#### 27 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

28       **Section 16.1 No Strike, Work Stoppage or Slowdown.** The County and the Union agree



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

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

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

## 18 **ARTICLE 17: WAIVER CLAUSE**

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

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

## 27 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS**

28 **Section 18.1 Seniority Definition.** Seniority for all regular employees in regular positions is

1 defined as total length of service in regular positions with the County including any service with the  
2 Municipality of Metropolitan Seattle. For purposes of layoff, bumping, and recall, the identification  
3 of affected employees shall be made on a case by case basis with seniority as the primary  
4 consideration as well as ability, skill, and experience in the job classification/position.

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

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

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

24 **Section 18.4 Elimination of Positions.** The County agrees to notify the Union and the  
25 affected regular employee in writing at least six (6) weeks in advance of any position anticipated to be  
26 eliminated or any anticipated reduction in work hours. Seniority shall apply to layoffs pursuant to  
27 Section 18.1. Such notice of layoff shall include the name, classification and seniority date of all  
28 such employees whose positions are scheduled to be eliminated. Following the consideration of other

options as described below, and the exercise of bumping options as provided in this Article, the affected employees will receive the final notice of layoff not less than thirty (30) days before the effective date. Prior to laying off any employee, management shall consider the following options for the impacted employee(s):

A. Voluntary layoff.

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

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

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

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

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

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

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

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

**B. Identification of bumping options** will begin with the classification from which the employee is laid off, and proceed to the next lower level classification in the series if no option is

1 available in the employee's classification. If no bumping option is available within the laid off  
2 employee's classification and classification series, the employee may bump the least senior employee  
3 in another classification (or lower paid classification in the classification series) covered by this  
4 Agreement in the layoff group who holds a position for which the laid off employee is qualified,  
5 provided that

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

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

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

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

26 C. Nothing in this Article shall be construed as a requirement by a laid-off employee  
27 to displace another employee. Exercise of the bumping option shall be voluntary.

28 D. An employee who is notified of a bumping option must accept or decline the

option within five (5) work days of being notified. If the employee does not respond within the five (5) days, the County will consider that the employee has declined to bump. The employee will be advised of the five (5) day response requirement when notified of the bumping option.

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

Layoff groups within the Department of Executive Services:

- Finance and Business Operations Division
- Human Resources Division
- Office of Risk Management
- Records, and Licensing Services Division
- Facilities Management Division

The layoff group is the Department for the following:

- Department of Natural Resources and Parks
- Department of Adult and Juvenile Detention
- Department of Permitting and Environmental Review
- Department of Public Health
- Elections
- Department of Transportation
- Department of King County Information Technology
- Department of Community and Human Services

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

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

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

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

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

18               A. a qualified, regular bargaining unit member eligible for reassignment within the  
19 same job classification for disability accommodation,

20               B. a qualified regular bargaining unit member on the layoff-recall list for the same job  
21 classification, as provided in Section 18.9 of this Agreement,

22               C. a qualified, regular bargaining unit member eligible for reassignment for disability  
23 accommodation in a different job classification,

24               D. a qualified County employee eligible for reassignment for disability  
25 accommodation,

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

28               F. Regular employees will have the opportunity to augment an existing applicant list



1 that was previously used in recruitment provided such list is used by the County to fill another vacant  
2 bargaining unit position(s) in lieu of conducting another open competitive process. The County will  
3 notify the bargaining unit of any opportunity to apply prior to using the existing list to fill a position.

4 **G. Open competitive process.** Competitive regular bargaining unit members will be  
5 given first consideration over non-bargaining unit applicants for the position. If there is a tie between  
6 regular competitive bargaining unit members, seniority will be the deciding factor.

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

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

17 **ARTICLE 20: PERFORMANCE EVALUATIONS**

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

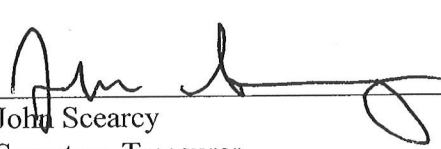
**ARTICLE 21: DURATION**

This Agreement and each of its provisions shall be in full force and effect, applied prospectively, upon the first day of the first full pay period following full ratification by the parties unless a different effective date is specified, and covers the period of February 1, 2014 through December 31, 2016. Written notice to begin negotiations for a successor to this Agreement shall be served by either party upon the other at least sixty (60) days prior to the expiration date.

APPROVED this 17<sup>th</sup> day of August, 2015.

By: 

King County Executive

  
John Scearcy  
Secretary-Treasurer  
Teamsters Local Union No. 117

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**  
**Wage Addendum**  
**Master List \***

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
4200100	421104	Administrative Office Assistant	29
4201100	421207	Administrative Specialist I	33
4201200	421311	Administrative Specialist II	37
4201300	421405	Administrative Specialist III	41
4201400	421504	Administrative Specialist IV	46
4300100	431202	Customer Service Specialist I	32
4300200	431303	Customer Service Specialist II	36
4300300	431403	Customer Service Specialist III	40
4300400	431502	Customer Service Specialist IV	45
4101100	411104	Fiscal Specialist I	34
4101200	411206	Fiscal Specialist II	38
4101300	411304	Fiscal Specialist III	42
4101400	411403	Fiscal Specialist IV	47
4400100	441105	Technical Information Processing Specialist I	32
4400200	441210	Technical Information Processing Specialist II	36
4400300	441305	Technical Information Processing Specialist III	40
4400400	441405	Technical Information Processing Specialist IV	45

\* Job titles covered by this agreement are within the departments and divisions indicated on the following pages.  
 Excluded: supervisory employees, confidential employees, employees represented by another labor organization, and non-represented positions or employees who have historically or by agreement not been in the unit.

\*\* For rates, please refer to the King County Squared Salary Table.

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Community and Human Services**

**Mental Health, Chemical Abuse and Dependency Services Division**

<u>Classification Title</u>
<u>Administrative Specialist I</u>
<u>Administrative Specialist II</u>
<u>Administrative Specialist III</u>

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Executive Services**

***Facilities Management Division***

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Executive Services**

***Finance and Business Operations Division***

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV
Technical Information Processing Specialist I
Technical Information Processing Specialist II
Technical Information Processing Specialist III
Technical Information Processing Specialist IV



**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Executive Services**

***Human Resources Division***

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Executive Services**

***Office of Risk Management***

Classification Title
Administrative Specialist I
Fiscal Specialist II

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Executive Services**

***Records and Licensing Services Division***

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**  
  
**Department of King County Information Technology**

***Information Technology***

<b>Classification Title</b>
Administrative Specialist III *

\* The single position is located in the Department  
of Transportation Director's Office

cba Code: 154

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

Union Code(s): F1A

18142

**Department of Natural Resources & Parks**

***DNRP Administration***

Classification Title
Administrative Specialist II

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Natural Resources & Parks**

***Parks and Recreation Division***

Classification Title
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV



**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Natural Resources & Parks**

***Solid Waste Division***

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Natural Resources & Parks**

***Water and Land Resources Division***

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Public Health**

***Human Resources Section***

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**Department of Transportation**

***Airport, Road Services, and Fleet Administration Divisions***

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Employees**

**King County Elections**

***Elections***

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**  
**Wage Addendum**  
**Master List \***

Union Code(s): F3A

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range**</b>
2110200	211203	Accountant	52
2110100	211102	Accountant - Assistant	46
2110500	212402	Accountant - Principal	60
2110300	211303	Accountant - Senior	56
2810100	281208	Administrator I	50
2810200	281303	Administrator II	56
7320400	734706	Applications Developer - Master	70
7320300	734606	Applications Developer - Senior	65
2240100	224102	Archivist - Assistant	48
2811200	286202	Business Analyst - Senior	68
2131100	214105	Business and Finance Officer I	53
2131200	214205	Business and Finance Officer II	58
2131300	214303	Business and Finance Officer III	62
2131400	214403	Business and Finance Officer IV	67
2214200	224802	Buyer	54
2214100	224702	Buyer - Assistant	49
2214400	225002	Buyer - Lead Senior	64
2214300	224902	Buyer - Senior	59
2333100	233602	Claims Administrator	50
2330100	233101	Claims Assistant	47
2330200	233203	Claims Officer	52
2332100	233502	Claims Officer II	57
2501100	252102	Communications Specialist I	51
2501200	252207	Communications Specialist II	54
2501300	252303	Communications Specialist III	58
2501400	252403	Communications Specialist IV	64
7300200	731201	Computer Operator Specialist	43
7300300	731302	Computer Operator Supervisor	56
2230100	223302	Customer Services Coordinator - Assistant	49
2230300	223503	Customer Services Coordinator - Lead	59
4300500	430001	Customer Service Specialist Supervisor	50
7301100	731402	Data Control Specialist	43
7301300	737200	Data Control Specialist - Senior	48
7301200	731502	Data Control Supervisor	53
7321300	734906	Database Administrator - Senior	67
7310200	731006	Desktop Support Specialist - Journey	51
2251100	226204	Educator Consultant I	54
2251200	226303	Educator Consultant II	58
8305100	835102	Fire and Life Safety Technician	44
7322200	735206	GIS Specialist - Journey	60
7322300	735306	GIS Specialist - Senior	65
2216300	225907	Grant Administrator	65

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**  
**Wage Addendum**  
**Master List \***

Union Code(s): F3A

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
2311200	231204	Human Resource Analyst	57
2311300	231304	Human Resource Analyst - Senior	62
2311100	231103	Human Resource Associate	51
7311200	731706	LAN Administrator - Journey	56
7311400	731906	LAN Administrator - Master	66
7311300	731806	LAN Administrator - Senior	61
2336100	233005	LEOFF 1 Claims Specialist	51
2444100	243803	Maintenance Planner Scheduler	58
3350100	335102	Nurse Case Manager	64
2252300	226703	Occupational Education and Training Program Administrator	58
2252400	226801	Occupational Education and Training Program Administrator - Senior	63
2150300	207301	Payroll Administrator	49
2441100	243108	Project/Program Manager I	53
2441200	243214	Project/Program Manager II	58
2441300	243304	Project/Program Manager III	63
2441400	243407	Project/Program Manager IV	68
2634100	264804	Real Property Agent I	51
2634200	264904	Real Property Agent II	55
2634300	265004	Real Property Agent III	61
2634400	265104	Real Property Agent IV	67
2634500	265204	Real Property Agent Supervisor	71
2244100	225401	Records Center Technician	36
2244200	225504	Records Center Supervisor	50
2243100	225302	Records Management Specialist	46
2334400	234406	Safety and Health Administrator IV	62
2334600	234701	Safety and Health Professional - Certified	67
7313400	732906	Systems Architect	72
7313300	732806	Systems Engineer - Senior	67
2430100	242103	Water Quality Planner/Project Manager I	53
2430200	242202	Water Quality Planner/Project Manager II	58
2430300	242303	Water Quality Planner/Project Manager III	63
2430400	242401	Water Quality Planner/Project Manager IV	68
7316300	734006	Website Developer - Senior	63

\* Job titles covered by this agreement are within the departments and divisions indicated on the following pages.  
 Excluded: supervisory employees, confidential employees, employees represented by another labor organization, and non-represented positions or employees who have historically or by agreement not been in the unit.

\*\* For rates, please refer to the King County Squared Salary Table.



cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Adult and Juvenile Detention**

***Administrative Services\****

Classification Title
Human Resource Analyst
Human Resource Associate

\* Certain employees are excluded.

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Permitting & Environmental Review**

***Administration***

Classification Title
Human Resource Associate

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Executive Services**

***Facilities Management Division***

Classification Title
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Real Property Agent I
Real Property Agent II
Real Property Agent III
Real Property Agent IV
Real Property Agent Supervisor

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

**Department of Executive Services**

***Finance and Business Operations Division***

<b>Classification Title</b>
Accountant
Accountant - Assistant
Accountant - Senior
Accountant - Principal
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Buyer
Buyer - Assistant
Buyer - Lead Senior
Buyer - Senior
Customer Services Coordinator - Lead
Educator Consultant I
Educator Consultant II
Human Resource Associate
LEOFF 1 Claims Specialist
Payroll Administrator
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

**Department of Executive Services**

***Human Resources Division***

<b>Classification Title</b>
Applications Developer - Senior *
Business and Finance Officer I
Claims Administrator
Claims Assistant
Claims Officer
Claims Officer II
Communications Specialist I
Communications Specialist II
Communications Specialist III
Desktop Support Specialist - Journey *
Educator Consultant I
Educator Consultant II
Fire and Life Safety Technician
Human Resource Analyst
Human Resource Analyst - Senior
Human Resource Associate
LAN Administrator - Master *
Nurse Case Manager
Occupational Education and Training Program Administrator
Occupational Education and Training Program Administrator - Senior
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Safety and Health Professional-Certified
Safety and Health Administrator IV

\* Denotes employees reporting to KCIT

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Executive Services**

***Records and Licensing Services Division***

Classification Title
Archivist - Assistant
Customer Service Specialist Supervisor
Customer Services Coordinator - Assistant
Customer Services Coordinator - Lead
Records Center Supervisor
Records Center Technician
Records Management Specialist

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of King County Information Technology**

***Information Technology***

<b>Classification Title</b>
Applications Developer - Master
Applications Developer - Senior
Communications Specialist III
Computer Operator Specialist
Computer Operator Supervisor
Data Control Specialist
Data Control Specialist - Senior
Data Control Supervisor
Database Administrator - Senior
Desktop Support Specialist - Journey
GIS Specialist - Journey
GIS Specialist - Senior
LAN Administrator - Journey
LAN Administrator - Master
LAN Administrator - Senior
Systems Architect
Systems Engineer - Senior
Website Developer - Senior



cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Natural Resources & Parks**

***Administration***

Classification Title
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
GIS Specialist - Journey *
GIS Specialist - Senior *
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV

\* Denotes employees reporting to KCIT

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Natural Resources & Parks*****Parks and Recreation Division***

Classification Title
Human Resource Analyst
Human Resource Associate

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Natural Resources & Parks**

***Solid Waste Division***

<b>Classification Title</b>
Accountant
Accountant - Assistant
Accountant - Senior
Administrator I
Administrator II
Applications Developer - Senior *
Business and Finance Officer I
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer III
Business and Finance Officer IV
Business and Finance Officer IV
Communications Specialist III
Human Resource Analyst
Human Resource Associate
Maintenance Planner Scheduler
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Records Management Specialist
Website Developer - Senior *

\* Denotes employees reporting to KCIT

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Natural Resources & Parks*****Wastewater Treatment Division***

Classification Title
Human Resource Analyst
Human Resource Associate

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Natural Resources & Parks**

***Water and Land Resources Division***

Classification Title
Accountant
Applications Developer - Master *
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
Database Administrator - Senior *
Grant Administrator
LAN Administrator - Journey *
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Systems Architect *
Systems Engineer - Senior *
Water Quality Planner/Project Manager I
Water Quality Planner/Project Manager II
Water Quality Planner/Project Manager III
Water Quality Planner/Project Manager IV
Website Developer - Senior *

\* Denotes employees reporting to KCIT

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Public Health**

***Administrative Services Division***

Classification Title
Human Resource Analyst
Human Resource Associate

cba Code: 154

**Addendum B**  
**International Brotherhood of Teamsters Local 117**  
**Professional & Technical Employees**

Union Code(s): F3A

**Department of Transportation**

***Airport Division (Planning Section)***

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



cba Code: 154

**Addendum B  
International Brotherhood of Teamsters Local 117  
Professional & Technical Employees**

Union Code(s): F3A

**King County Elections**

***Elections***

Classification Title
Communications Specialist I
Communications Specialist II
Communications Specialist III
Human Resource Analyst
Human Resource Associate

**ADDENDUM C****MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
THE UNDERSIGNED UNIONS****ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016  
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY  
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016****Introduction:**

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county's high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero ("0") cost-of-living adjustment (COLA) Agreement intended to address the county's budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating "sound financial management" as well as by recognizing King County employees, the county's "most valued resource," in working with King County to meet the challenges that will be presented during the term of this Agreement.

## ADDENDUM C

### Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

#### **January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

#### **January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

#### **Lump Sum Coalition Participation Premium Payment**

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

## ADDENDUM C

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

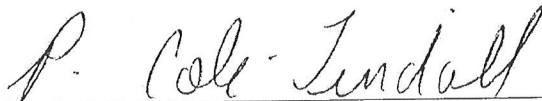
### Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

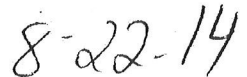
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director  
Office of Labor Relations  
King County Executive Office



Date

**ADDENDUM C**  
**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY AND**  
**THE UNDERSIGNED UNIONS**

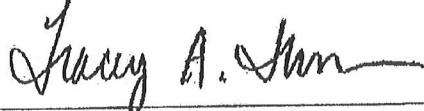
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016  
 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY  
 COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

**Labor Organization: International Brotherhood of Teamsters Local 117**

**Ratified by the Members covered by the Contracts listed below:**

<b>cba code</b>	<b>Labor Organization</b>	<b>Contract</b>
412	Teamsters Local 117	Administrator I - Transit, Department of Transportation
456	Teamsters Local 117	Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments
461	Teamsters Local 117	Joint Units Agreement
454	Teamsters Local 117	Legislative Analysts - King County Council
230	Teamsters Local 117	Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)
154	Teamsters Local 117	Professional & Technical and Administrative Employees
155	Teamsters Local 117	Prosecuting Attorney's Office
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office
152	Teamsters Local 117	Transit Section Managers - Department of Transportation
159	Teamsters Local 117	Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources & Parks
156	Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources & Parks
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks

For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson  
 Secretary-Treasurer

08/21/14  
 Date

**ADDENDUM C  
ADDENDUM A**

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**KING COUNTY**

**AND**

**COALITION OF LABOR UNIONS**

**REPRESENTING**

**KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

**Subject: Coalition bargaining for employees in specified administrative support classifications**

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4  
Administrative Specialist 1 – 4  
Customer Service Specialist 1 – 4  
Technical Information Processing Specialist 1 – 4  
Administrative Office Assistant  
Public Health Administrative Support Supervisor  
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.



## ADDENDUM C ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.



## ADDENDUM C ADDENDUM A

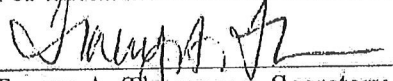
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

# ADDENDUM C ADDENDUM A

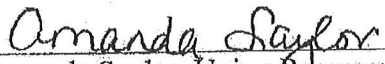
6. This Agreement shall remain in effect through December 31, 2013.

**For International Brotherhood of Teamsters Local 117:**

  
Tracey A. Thompson, Secretary-Treasurer

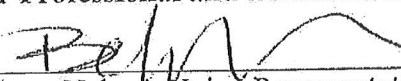
4/25/11  
Date

**For Office & Professional Employees International Union, Local 8:**

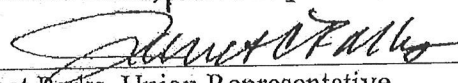
  
Amanda Saylor, Union Representative

4/25/11  
Date

**For Professional and Technical Employees, Local 17:**

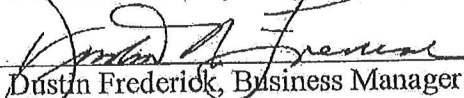
  
Behnaz Nelson, Union Representative

4/26/11  
Date

  
Janet Parks, Union Representative

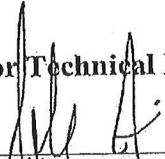
4/25/11  
Date

**For Public Safety Employees Union:**

  
Dustin Frederick, Business Manager


4/25/11  
Date

**For Technical Employees Association:**

  
Ade Franklin, President

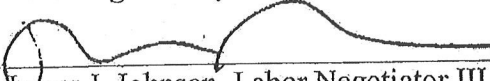
4.27.11  
Date

**For Washington State Council of County and City Employees, Council 2:**

  
Diana Prenguber, Staff Representative

4-25-11  
Date

**For King County:**

  
James J. Johnson, Labor Negotiator III

4/28/11  
Date

# ADDENDUM C ADDENDUM A EXHIBIT A

## GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engaged in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
  - Fiscal Specialist 1-4
  - Administrative Specialist 1-4
  - Customers Service Specialist 1-4
  - Technical Information Processing Specialist 1-4
  - Administrative Office Assistant
  - Medical Application Specialist (Health)
  - Administrative Specialist Supervisor (Health)
  - Administrative Staff Assistant
  - ~~(Application Worker/ Social Services Specialist)~~
 and any other classification that the parties may agree to include during the course of negotiations.

## ADDENDUM C ADDENDUM A

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**

**A. Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

**B. Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

**C. Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

**D. Location.** Bargaining sessions will be held at downtown County facilities.

8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

**ADDENDUM C  
ADDENDUM A**

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
  - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
  - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

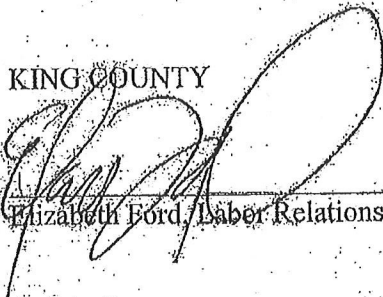
# ADDENDUM C ADDENDUM A


10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30<sup>th</sup> day of September, 2008.

KING COUNTY

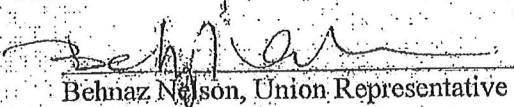
TEAMSTERS LOCAL UNION NO. 117

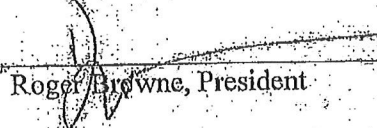
  
Elizabeth Ford, Labor Relations Manager

  
Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17

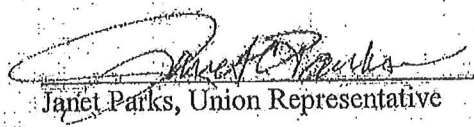
TECHNICAL EMPLOYEES ASSOCIATION

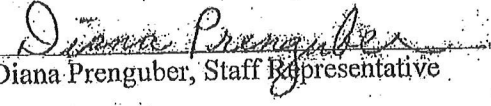
  
Behnaz Nelson, Union Representative

  
Roger Browne, President

IFPTE, LOCAL 17

WSCCE, Council 2

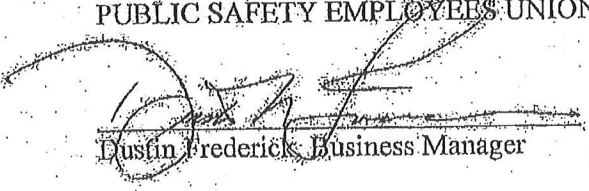
  
Janet Parks, Union Representative

  
Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

  
Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

  
Dustin Frederick, Business Manager



## ADDENDUM D

## MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

---

**Subject:** Voluntary Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E.)

**Background:**

1. Teamsters Local 117 and King County are parties to Collective Bargaining Agreements (CBA) covering employees of King County.
2. Teamsters Local 117 and the County have negotiated language in some of their CBAs that allows the covered employees to make voluntary contributions through payroll deduction to D.R.I.V.E.
3. In order to ensure fairness among all employees that are represented by Teamsters Local 117, the County and the Union agrees to the following:

**Agreements:**

1. D.R.I.V.E. shall notify the County of the amount of compensation designated by each contributing employee he or she voluntarily elects to contribute. The amount will be whole dollar increments and calculated based on the employee's pay period.
2. The County agrees to deduct from all employees covered by this Agreement their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the full amount on behalf of the contributing employee, the County will not withdraw any funds for that pay period.
3. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted for each contributing employee along with the name of each employee on whose behalf a deduction is made.
4. The Union will indemnify, defend and hold the County harmless against any claims made

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*International Brotherhood of Teamsters Local 117*

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*Page 1*

**ADDENDUM D**

and against it and any suit instituted against the County on account of any deduction or lack thereof of D.R.I.V.E contributions.

5. The International Brotherhood of Teamsters Local 117 shall annually reimburse the County for actual costs and expenses incurred in administering this deduction plan.


**For International Brotherhood of Teamsters Local 117:**

  
\_\_\_\_\_  
Tracey A. Thompson, Secretary-Treasurer

8/1/11

\_\_\_\_\_  
Date

**For King County:**

  
\_\_\_\_\_  
Robert S. Railton

7/28/11

\_\_\_\_\_  
Date



**ADDENDUM D****MEMORANDUM OF AGREEMENT****BY AND BETWEEN****KING COUNTY****AND****INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117**

---

**Subject: Voluntary Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E.)**

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3. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted for each contributing employee along with the name of each employee on whose behalf a deduction is made.
4. The Union will indemnify, defend and hold the County harmless against any claims made

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*International Brotherhood of Teamsters Local 117*

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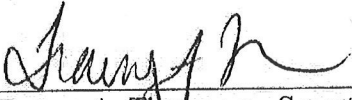
Page 1

**ADDENDUM D**

and against it and any suit instituted against the County on account of any deduction or lack thereof of D.R.I.V.E contributions.


5. The International Brotherhood of Teamsters Local 117 shall annually reimburse the County for actual costs and expenses incurred in administering this deduction plan.

**For International Brotherhood of Teamsters Local 117:**

  
\_\_\_\_\_  
Tracey A. Thompson, Secretary-Treasurer

8/1/11  
Date

**For King County:**

  
\_\_\_\_\_  
Robert S. Railton

7/28/11  
Date