

September 9, 1992

INTRODUCED BY REMIAN NEEDY/DAVID

PROPOSED NO. 92-671

10558

ORDINANCE NO. _____

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Teamsters, Local 117 - Courthouse Clerical Unit and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated between King County and Teamsters, Local 117 - Courthouse Clerical Unit and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1992 through and including December 31, 1993.

INTRODUCED AND READ for the first time this 14th day of September, 1992

PASSED this 28th day of September, 1992

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Chadron Greger
Chair

ATTEST:

Guadalupe A. Peltre
Clerk of the Council

APPROVED this 9th day of October, 1992

Jim Hill
King County Executive

FISCAL NOTE

Ordinance/Motion No. _____

Title: Collective Bargaining Agreement - Local 117 - Courthouse Clerical

Affected Agency and/or Agencies: Departments of Executive Administration and Finance

Note Prepared by: Larry Miner, Lead Labor Relations Specialist

Note Reviewed by: Craig Soper, Budget Supervisor *Craig Soper*
8/31/92

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund Title	Code	Revenue Source	1st Year	2nd Year	3rd Year	4th Year
Total						

Expenditures from:			1992	1993
Fund Title	Code	Department	1st Year	2nd Year
CX	0010	DEA	67,671	139,449
	0010	Finance	36,664	75,560
	3310	DEA	867	1,798
	5590	DEA	733	1,539
TOTAL			105,935	218,345

Expenditure by Categories:		1992	1993
Salaries & Benefits		105,935	218,345
Supplies & Services			
Capital Outlay			
Other			
TOTAL		324,494	891,222

FISCAL NOTE

Ordinance/Motion Title: Collective Bargaining Agreement, Local 117 - Courthouse Clerical

Affected Agency/Agencies: Departmentsof Executive Administration and Finance

REVENUE IMPACT:

Was revenue estimate included in current years budget? N/A

Assumptions used in estimate revenue impact include:

Expenditure Impact:

Was expenditure anticipated in current years budget? Yes

Assumptions used in estimating expenditure include:

1. PERS = 7.94%
2. FICA - 7.65%
3. Costs increases are based on levels above 1991 base.
4. Overtime rollup based on 1991 actual overtime hours worked. Shift differential costs estimated projected based on the actual paid shift differential hours during the first six months of 1992.
5. 1992 Equity Adjustment = 0.49% per FTE - including PERS/FICA = \$15,110
1993 Lump Sum = \$100.00 per FTE - including PERS/FICA = \$12,484
1994 Lump Sum = \$100.00 per FTE - including PERS/FICA = \$29,707
7. Wage Increases:
 - January 1, 1992 - 2.79%
 - January 1, 1993 - COLA(*)
 - *) COLA equals 90% of the CPI (W) All Cities
 - Minimum COLA = 2%; Maximum COLA = 6%
 - COLA Estimated at 3% for 1993
8. FTE for 1992 = 108
FTE for 1993 = 108

**AGREEMENT BETWEEN
TEAMSTERS, LOCAL 117 - COURTHOUSE CLERICAL UNIT
AND
KING COUNTY**

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1 ARTICLE II: UNION RECOGNITION AND MEMBERSHIP

2 Section 1. The County Council recognizes the signatory organization as
3 representing those employees whose job classifications are listed in the attached
4 Addendum A and made a part hereof by this reference.

5 Section 2. It shall be a condition of employment that all employees covered by
6 this agreement who are members of the Union in good standing on the effective date of
7 this agreement shall remain members in good standing and those who are not members
8 on the effective date of this agreement shall, on the thirtieth day following the effective
9 date of this agreement, become and remain members in good standing in the Union. It
10 shall also be a condition of employment that all employees covered by this agreement
11 and hired or assigned into the bargaining unit on or after its effective date shall, on the
12 thirtieth day following the beginning of such employment, become and remain members
13 in good standing in the signatory organization.

14 Provided however, that nothing contained in this section shall require an
15 employee to join said Union who can substantiate that there exists bona fide religious
16 tenets or teachings of a church or religious body of which the employee is a member, in
17 which case an amount of money equivalent to regular union dues and initiation fee shall
18 be paid to a non-religious charity or to another charitable organization mutually agreed
19 upon by the employee affected and the bargaining representative to which such public
20 employee would otherwise pay the dues and initiation fee. The public employee shall
21 furnish proof that such payment has been made.

22 Employees outside of the bargaining unit may be temporarily assigned to work
23 within the bargaining unit for a period not to exceed forty (40) working days.

24 Section 3. Dues Deduction. Upon receipt of written authorization individually
25 signed by a bargaining unit employee, the County shall have deducted from the pay of
26 such employee the amount of dues as certified by the secretary of the signatory
27 organization and shall transmit the same to the treasurer of the signatory organization.
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1 The signatory organization will indemnify, defend and hold the County harmless
2 against any claims made and against any suit instituted against the County on account of
3 any check-off of dues for the signatory organization. The signatory organization agrees
4 to refund to the County any amounts paid to it in error on account of the check-off
5 provision upon presentation of proper evidence thereof.
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ARTICLE III: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy or procedures as the County from time to time may determine.

1 ARTICLE IV: HOLIDAYS

2 Regular employees shall be granted the following holidays with pay:

3	New Year's Day	January 1st
4	Martin Luther King Jr's Birthday	Third Monday in January
5	Presidents' Day	Third Monday in February
6	Memorial Day	Last Monday in May
7	Independence Day	July 4th
8	Labor Day	First Monday in September
9	Veteran's Day	November 11th
10	Thanksgiving Day	Fourth Thursday in Nov.
11	Day after Thanksgiving	
12	Christmas Day	December 25th

13 and any day designated by public proclamation of the Chief Executive of the State as a
14 legal holiday.

15 Whenever a holiday falls upon a Sunday, the following Monday shall be observed
16 as the holiday, and any holiday falling on a Saturday shall be observed on the preceding
17 Friday.

18 Holidays paid for but not worked shall be recognized as time worked for the
19 purpose of determining weekly overtime.

20 Work performed on holidays shall be paid at one and one-half (1-1/2) times the
21 regular rate in addition to the regular holiday pay.

22 All holidays shall be observed in accordance with RCW 1.16.050 as amended.

23 Each employee shall receive two (2) additional personal holidays to be
24 administered through the vacation plan. One day shall be accrued on the first of October
25 and one on the first of November of each year. These days can be used in the same
26 manner as any vacation day earned.
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1 ARTICLE V: VACATIONS

2 Section 1. Regular full-time employees working 35 hours per week, shall receive
3 vacation benefits as indicated in the following table:

4 Years of 5 Continuous 6 Service	7 Monthly 8 Vacation 9 Credit	10 Equivalent 11 Annual 12 Vacation 13 Credit	14 Maximum 15 Vacation 16 Accumulation 17 Allowed
18 Upon completion 19 of one (1) year 20 of service.		(70 hrs.) 10 days	
21 More than one (1) 22 but less than 23 three (3) years of 24 continuous service.	(5.83 hrs.) .833 days	(70 hrs.) 10 days	(140 hrs.) 20 days
25 Less than twelve (12) 26 years of continuous 27 service. More than 28 three (3) years of continuous service.	(8.75 hrs.) 1.25 days	(105 hrs.) 15 days	(210 hrs.) 30 days
Twelve (12) years or more of continuous service and over.	(11.62 hrs.) 1.66 days	(140 hrs.) 20 days	(280 hrs.) 40 days

For purposes of this section, one (1) day of vacation pay shall be computed as
1/261st of the employee's annual salary in effect at the time of vacation or upon
termination, and for payroll purposes, a year shall be considered to contain 1,827 hours.
(Thereby, annual salary divided by 1,827 will result in the hourly rate for purposes of
this section.)

Section 2. Employees with one or more continuous years of service shall accrue
vacation benefits monthly.

Section 3. Vacation benefits for regular, part-time employees will be
established based upon the ratio of hours actually worked (less overtime) to a standard
work year.

1 For example: If a regular, part-time employee normally works four hours per
2 day in a department that normally works eight hours per day, then the part-time
3 employee would be granted four-eighths of the vacation benefit allowed a full-time
4 staff member with an equivalent number of years service.

5 Section 4. No person shall be permitted to work for compensation for the
6 County in any capacity during the time when vacation benefits are being drawn.

7 Section 5. Vacation may be used in one hour increments at the discretion of the
8 Department Director or their appointed designee.

9 Section 6. Upon termination for any reason, the employee will be paid for
10 unused vacation credits up to the maximum allowable accumulated vacation; provided
11 however, employees who are hired on or after January 1, 1986, who are eligible for
12 participation in the Public Employees' Retirement System Plan I, shall not be
13 compensated for more than two hundred forty (240) hours of accrued vacation at the
14 time of retirement. For employees hired on or after January 1, 1986, vacation hours
15 accrued in excess of two hundred forty (240) hours must be used prior to the
16 employee's date of retirement or such excess hours shall be lost.

17 Section 7. Extra help employees will not be granted vacation benefits.

18 Section 8. No employee shall earn the equivalent of a month's vacation credit
19 during a month when the employee is absent without pay more than three working
20 days, and an employee shall not be granted vacation benefits if not previously accrued
21 by the employee.

22 Section 9. In cases of separation by death, payment of unused vacation benefits
23 shall be made to the employee's estate, or in applicable cases, as provided by RCW,
24 Title 11.

25 Section 10. Employees may continue to accrue additional vacation beyond the
26 maximum specified herein if, as a result of cyclical workloads or work assignments,
27 accrued vacation will be lost.
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Employees who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein. Employees shall forfeit the excess accrual prior to December 31st of each year.

1 ARTICLE VI: SICK LEAVE

2 Section 1.

3 a. Every regular full-time and part-time employee shall accrue sick leave
4 benefits at a monthly rate equal to .00384615 times the normally scheduled annual
5 hours of the employee's position; except that sick leave shall not begin to accrue until
6 the first of the month following the month in which the employee commenced
7 employment. The employee is riot entitled to sick leave if not previously earned.

8 As an example of the above formula, an employee whose annual work schedule
9 is 1824 hours shall accrue sick leave monthly at a rate of .00384615 times 1824, or 7
10 hours per month.

11 b. Employees are eligible for payment on account of illness for the following
12 reasons:

- 13 (1) Employee illness;
- 14 (2) Noncompensable injury of an employee (e.g., those injuries
15 generally not eligible for worker's compensation payments);
- 16 (3) Employee disability due to pregnancy or childbirth;
- 17 (4) Employee exposure to contagious diseases and resulting quarantine;
- 18 (5) Employee keeping medical, dental or optical appointments.

19 Section 2. No employee shall earn sick leave credit during a month in which the
20 employee is absent without authorization or absent without pay more than three days.

21 Section 3. Extra help employees receive no sick leave benefits.

22 Section 4. After six months full-time service, a regular employee may, at the
23 division manager's discretion, be permitted to use up to one half of their accruing
24 vacation (5 days) as an essential extension of used sick leave. If an employee does not
25 work a full twelve (12) months, any vacation credit used for sick leave must be
26 reimbursed to the County upon termination.

27 Section 5. Sick leave may be used in one-half (1/2) hour increments, at the
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1 discretion of the division manager.

2 Section 6. There shall be no limit to the hours of sick leave benefits accrued by
3 an employee.

4 Section 7. Department management is responsible for the proper administration
5 of this benefit.

6 Section 8. Separation from King County employment except by retirement or
7 reason of temporary layoff due to lack of work or funds, shall cancel all sick leave
8 currently accrued to the employee. Should the employee resign in good standing and
9 return to the County within two years, accrued sick leave shall be restored.

10 Section 9. Accrued sick leave may be used for absence due to temporary
11 disability caused or contributed by pregnancy.

12 Section 10. Sick leave because of an employee's physical incapacity will not be
13 approved when the injury is directly traceable to simultaneous employment other than
14 with the County of King.

15 Section 11. King County will reimburse those employees who have at least five
16 (5) years service and retire as a result of length of service or who terminate by death,
17 twenty-five percent (25%) of their unused, accumulated sick leave to a maximum of
18 thirty (30) days. All payments shall be made in cash, based on the employee's base
19 rate, and there shall be no deferred sick leave reimbursement.

20 Section 12. Employees injured on the job cannot simultaneously collect sick
21 leave and workman's compensation payments greater than net regular pay of the
22 employee. Administrative rules allow for payments equal to net regular pay of
23 employees qualifying under workman's compensation.

24 Section 13. Family Care and Death.

25 a. Regular, full-time employees shall be entitled to three (3) working days of
26 bereavement leave a year due to death of members of their immediate family.

27 b. Regular, full-time employees, who have exhausted their bereavement leave,
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1 shall be entitled to use sick leave in the amount of three (3) days for each instance when
2 death occurs to a member of the employee's immediate family.

3 c. Accrued sick leave may be used to care for a child of the employee under the
4 age of eighteen (18) when they have a health condition that requires treatment or
5 supervision.

6 d. Three (3) sick leave days of absence from the job may be granted to an
7 employee due to a requirement to care for immediate family members that are seriously
8 ill, except as provided for in subsection (c) above.

9 e. In cases of family care where no sick leave benefit exists, the employee may
10 be granted leave without pay.

11 f. In the application of any of the foregoing provisions, when a holiday or regular
12 day off falls within the prescribed period of absence, it shall not be charged.

13 g. Immediate family is construed to mean persons related to an employee by
14 blood or marriage or legal adoption as follows: grandmother, grandfather, mother,
15 father, husband, wife, son, daughter, brother, sister, and any persons for whose financial
16 or physical care the employee is principally responsible.

1 ARTICLE VII: WAGE RATES

2 Section 1.

3 Year 1 - 1992 COLA 2.79%, plus an additional .49% equity adjustment for all
4 classifications. Total 1992 = 3.28%.

5 Year 2 - 1993 COLA, 90% CPI(W) All Cities, September 1991 to September
6 1992, not less than 2%, not more than 6%. An additional \$100.00 one time equity
7 adjustment shall be granted to all employees covered by the bargaining unit during the
8 calendar year 1991. Employees hired after January 1, 1991 but before December 31,
9 1991 shall have the amount prorated based on the length of time employed during 1991.

10 Section 2. New employees shall be hired at Step 1 of their respective pay range
11 and advanced to Step 2 after successful completion of a six (6) month probationary
12 period. Advancement to Step 2 may be denied upon serving written notice to the
13 employee specifying the reasons therefor.

14 Section 3. Employees shall automatically advance to the next salary step
15 annually on January 1, except for employees on probation, who shall advance from their
16 entrance step to the step increment granted upon completion of probation, and annually
17 on January 1 thereafter.

18 Section 4. In the event an employee is assigned to perform duties of a higher
19 classification, he shall be paid for all time so assigned in excess of five (5) consecutive
20 working days at the first pay step of the higher classification or the next higher amount
21 that would constitute an increase over the rate of pay being received by the employee
22 prior to assignment.

23 Section 5. A shift differential of \$0.75 shall apply for all unscheduled hours
24 worked beyond 6:00 p.m. and scheduled second shift work.

1 ARTICLE VIII: OVERTIME

2 Section 1. Except as otherwise provided in this article, employees on a five day
3 schedule shall be paid at the rate of time and one-half for all hours worked in excess of
4 eight (8) in one day exclusive of lunch period, or forty (40) in one week.

5 Section 2. A minimum of four (4) hours at overtime rate shall be allowed for
6 each call out. Where such overtime exceeds four (4) hours, the actual hours worked shall
7 be allowed at overtime rates.

8 Section 3. All overtime shall be authorized in advance by the division manager
9 or his/her designee in writing, except in emergencies. Saturday and Sunday work is not
10 overtime when it is a regularly scheduled work day for the individual.

11 Section 4. Emergency work at other than the normal scheduled working hours,
12 not enumerated above, shall be credited as such. This unscheduled and emergency
13 overtime will be compensated as overtime, and in the event this overtime work is
14 accomplished prior to the normal working hours, and the employee subsequently works
15 his/her regular shift, the regular shift shall be compensated at regular time.

16 Section 5. If any provision of this article conflicts with minimum standards
17 established by RCW 49.46, then that provision shall be automatically amended to
18 provide the minimum standards.

1 ARTICLE IX: HOURS OF WORK

2 Section 1. The standard work week shall consist of five consecutive standard
3 work days of not to exceed seven (7) hours each and not to exceed thirty-five (35) hours
4 per week and shall normally be scheduled Monday through Friday. The working hours
5 of each day shift shall be between 7:00 a.m. and 6:00 p.m. unless adjusted to
6 accommodate a flex schedule.

7 Section 2. Flexitime The County agrees in principle to the concept that
8 alternative work schedules/flexitime for individual employees with the Union should be
9 considered and evaluated in terms of the best interests of both the County and the
10 employee. Requests for alternative work schedules will be acted upon and returned to
11 the requesting employee, providing such requests shall not be unduly denied. Denials
12 may be appealed to the division manager, provided however that the needs of the County
13 shall be the determining factor in granting alternative work schedules/flexitime.
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1 ARTICLE X: MEDICAL, DENTAL & LIFE INSURANCE

2 The County will provide a medical, dental and life insurance plan for all regular
3 employees; such plans, including any changes thereto, to be as negotiated by the County
4 and the Union through the joint Labor-Management Insurance Committee.
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1 ARTICLE XI: MISCELLANEOUS

2 Section 1. An employee elected or appointed to office in a local of the signatory
3 organization which requires a part or all of their time shall be given leave of absence up
4 to one (1) year without pay upon application.

5 Section 2. All employees who have been authorized to use their own
6 transportation on County business shall be reimbursed at the rate established through
7 Ordinance by the County Council.

8 Section 3. The County agrees to notify the Union on a semimonthly basis of new
9 hires and terminations of employees within the bargaining unit.

10 Section 4. Authorized representatives of the Union may have reasonable access
11 to its members in County facilities for transmittal of information or representation
12 purposes before work, during lunch breaks, or other regular breaks, or at any reasonable
13 time as long as the work of the County employees and services to the public are
14 unimpaired. Prior to contacting members in County facilities, such authorized agents
15 shall make arrangements with the Division Manager and the Division of Personnel.

16 Section 5. The County will provide the Union with a copy of the Union contract
17 for each Union member.

18 Section 6. The County and the Union agree that should the County adopt, during
19 the term of this Agreement, a general leave plan , the members of this Union shall have
20 the option to vote to adopt the plan.

1 ARTICLE XII: GRIEVANCE PROCEDURE

2 King County recognizes the importance and desirability of settling grievances
3 promptly and fairly in the interest of continued good employee relations and morale and
4 to this end the following procedure is outlined. To accomplish this, every effort will be
5 made to settle grievances at the lowest possible level of supervision.

6 Employees shall be unimpeded and free from restraint, interference, coercion,
7 discrimination or reprisal in seeking adjudication of their grievance.

8 Section 1. Definition.

9 Grievance - An issue raised by an employee relating to the interpretation of
10 rights, benefits, or conditions of employment as contained in this Agreement.

11 Section 2. Procedure

12 Step 1. A grievance shall be verbally presented by the aggrieved employee and
13 representative, if the employee wishes, within five working days of the occurrence of
14 such grievance to the employee's immediate supervisor. The supervisor shall gain all
15 relevant facts and shall attempt to adjust the matter and notify the employee within three
16 working days. If a grievance is not pursued to the next higher level within three working
17 days, it shall be presumed resolved.

18 Step 2. If, after thorough discussion with the immediate supervisor, the grievance
19 has not been satisfactorily resolved, the employee and representative shall reduce the
20 grievance to writing, outlining the facts as they are understood. The written grievance
21 shall then be presented to the division manager for investigation, discussion and written
22 reply. The division manager shall make a written decision available to the aggrieved
23 employee within ten working days. If the grievance is not pursued to the next higher
24 level within five working days, it shall be presumed resolved.

25 Step 3. If, after thorough evaluation, the decision of the division manager has not
26 resolved the grievance to the satisfaction of the employee, the grievance may be
27 presented to the department director or their designee. All letters, memoranda, and other
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1 written materials shall be made available for the review and consideration of the
2 department director or their designee. The director or designee may interview the
3 employee and/or representative and receive any additional related evidence which may
4 be deemed pertinent to the grievance. The director or designee shall make a written
5 decision available within ten working days. If the grievance is not pursued to the next
6 higher level within five working days, it shall be presumed resolved.

7 Step 4. If, after thorough evaluation, the decision of the department director or
8 designee has not resolved the grievance to the satisfaction of the employee, the grievance
9 may be presented to a joint committee representing the County and the Union. Said
10 committee shall consist of equal representation for the Union and for the County with a
11 maximum of two for each side. This committee shall attempt to resolve the grievance
12 within ten working days.

13 Step 5. Should this committee be unable to agree, either party may request
14 arbitration within 30 calendar days of the conclusion of Step 4 and must specify the exact
15 question which it wishes arbitrated. The committee shall then select a third disinterested
16 party to serve as an arbitrator. In the event that the parties are unable to agree upon an
17 arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished
18 by the American Arbitration Association. The arbitrator will be selected from the list by
19 both the County representative and the Union, each alternately striking a name from the
20 list until only one name remains. The arbitrator, under voluntary labor arbitration rules
21 of the Association, shall be asked to render a decision promptly and the decision of the
22 arbitrator shall be final and binding on both parties.

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

26 The arbitrator's fee and expenses and any court reporter's fee and expenses shall
27 be borne equally by both parties. Each party shall bear the cost of any witnesses
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1 appearing on that party's behalf.

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

6 There shall be no strikes, cessation of work or lockout during such conferences or
7 arbitration.

8 Section 3. The Employer shall not suspend nor discipline an employee for other
9 than just cause.

10 Section 4. In the event the Employer requires an employee to attend a meeting
11 for purposes of discussing an incident which may lead to suspension, demotion or
12 termination of that employee, the employee shall be advised of his right to be
13 accompanied by a representative of the Union. If the employee desires Union
14 representation in said matter, he shall notify the Employer at that time and shall be
15 provided a reasonable time to arrange for Union representation.

1 ARTICLE XIII: BULLETIN BOARDS

2 The employer agrees to permit the Union to post on County bulletin boards the
3 announcement of meetings, election of officers, and any other Union material,
4 providing there is sufficient space, beyond what is required by the County for "normal"
5 business operations, and prior approval is received from appropriate authority.
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1 ARTICLE XIV: EQUAL EMPLOYMENT OPPORTUNITY

2 The County and the Union shall not unlawfully discriminate against individual
3 employees with respect to compensation, terms, conditions or privileges of employment
4 by reason of race, color, religion, national origin, religious belief, marital status, age,
5 sexual orientation, political ideology, ancestry or the presence of any sensory, mental or
6 physical handicap (SMPH) unless based on a bona fide occupational qualification
7 reasonably necessary to the operations of the County. Allegations of unlawful
8 discrimination shall not be a proper subject for the grievance procedure herein, but may
9 instead be filed by an employee's complaint pursuant to the procedures outlined in the
10 King County Sexual Harassment Policy, and if not resolved, with the appropriate
11 human rights agency.
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1 ARTICLE XV: SAVINGS CLAUSE

2 Should any part hereof or any provision herein contained be rendered or
3 declared invalid by reason of any existing or subsequently enacted legislation or by any
4 decree of a court of competent jurisdiction, such invalidation of such part or portion of
5 this Agreement shall not invalidate the remaining portions hereof; provided, however,
6 upon such invalidation the parties agree to meet and negotiate such parts or provisions
7 affected. The remaining parts or provisions shall remain in full force and effect.
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1 ARTICLE XVI: WORK STOPPAGES AND EMPLOYER PROTECTION

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

12 Section 2. Upon notification in writing by the County to the signatory
13 organization that any of its members are engaged in a work stoppage, the signatory
14 organization shall immediately, in writing, order such members to immediately cease
15 engaging in such work stoppage and provide the County with a copy of such order. In
16 addition, if requested by the County, a responsible official of the signatory organization
17 shall publicly order such signatory organization employees to cease engaging in such a
18 work stoppage.

19 Section 3. Any employee participating in such work stoppage or in other ways
20 committing an act prohibited in this article shall be considered absent without leave and
21 shall be considered to have resigned.
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1 ARTICLE XVII: WAIVER CLAUSE

2 The parties acknowledge that each has had the unlimited right within the law
3 and the opportunity to make demands and proposals with respect to any matter deemed
4 a proper subject for collective bargaining. The results of the exercise of that right and
5 opportunity are set forth in this Agreement. Therefore, the County and the signatory
6 organization, for the duration of this Agreement, each agree to waive the right to oblige
7 the other party to bargain with respect to any subject or matter not specifically referred
8 to or covered in this Agreement.

9 All letters, agreements and understandings in effect prior to the effective date of
10 this contract are deemed null and void with the effective date of this contract.

1 ARTICLE XVIII: REDUCTION-IN-FORCE/LAYOFF REHIRES

2 Section 1. Employees laid off as a result of reduction of work and/or a shortage
3 of funds shall normally be laid off according to their seniority within classification and
4 Division, except that when in the judgment of the Division Manager the application of
5 seniority alone would adversely affect operation of the Division, then ability and skill
6 may be the determining factor.

7 The employee adversely affected may grieve the lay off decision in accordance
8 with Step 5 of the grievance procedure as described in Article XII, Section 2, provided
9 however, that in any such lay-off grievance proceeding the decision of the Division
10 Manager shall be accorded a presumption of correctness that may only be overcome by
11 a showing of the preponderance of the evidence.

12 Section 2. Employees laid off shall be recalled in the inverse order of layoff;
13 namely, those laid off last shall be recalled first. Employees shall maintain layoff recall
14 rights for twenty-four (24) months from the date of layoff.

15 Section 3. Prior to any layoff, all employees other than permanent employees in
16 the affected Division, shall be removed from the payroll. This shall include temporary
17 and probationary employees.

18 Section 4. The County agrees to notify the Union at least two (2) weeks in
19 advance, in writing, of any anticipated reduction in force. Such notice shall include the
20 name, classification and hire-in date of all such employees scheduled to be laid off.
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1 ARTICLE XIX: DURATION

2 This agreement and each of its provisions shall become effective January 1,
3 1992, and shall continue in full force and effect through December 31, 1993. Written
4 notice to begin negotiations for a successor to this Agreement shall be served by either
5 party upon the other at least sixty (60) days prior to the expiration date.
6

7 APPROVED this 2nd day of September, 1992.
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12 _____
13 KING COUNTY EXECUTIVE
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15 SIGNATORY ORGANIZATION:
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20 TEAMSTERS - LOCAL 117
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TEAMSTERS, LOCAL 117 - COURTHOUSE CLERICAL UNIT
ADDENDUM A 1980 - 1991

Page Three

	<u>Title</u>	<u>Pay Range Number</u>
0007	Office Assistant III	26
0012	Office Technician I	29
0013	Office Technician II	31
0014	Office Technician III	36
0016	Secretary I	24
0017	Secretary II	34
0018	Secretary III	35
0202	Office Supply Clerk	27
0321	Cashier I	28
0322	Cashier II	35

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TEAMSTERS, LOCAL 117 - COURTHOUSE CLERICAL UNIT

ADDENDUM A

1992 - 1993

COVERED DEPARTMENTS AND CLASSIFICATIONS

<u>Class Code</u>	<u>Title</u>	<u>Pay Range Number</u>
<u>OFFICE OF FINANCE*</u>		
0005	Office Assistant I	19
0006	Office Assistant II	23
0007	Office Assistant III	26
0012	Office Technician I	29
0013	Office Technician II	31
0014	Office Technician III	36
0112	Data Entry Operator II	28
0113	Data Entry Operator III	31
0114	Lead Data Entry Operator	35
0321	Cashier I	28

*Excluding Accounting Section Administration, Accounts Payable and Payroll.

PURCHASING AGENCY

0005	Office Assistant I	19
0006	Office Assistant II	23
0007	Office Assistant III	26
0010	Word Processing Technician	31
0012	Office Technician I	29
0013	Office Technician II	31
0014	Office Technician III	36

RECORDS & ELECTIONS

0005	Office Assistant I	19
0006	Office Assistant II	23
0007	Office Assistant III	26
0012	Office Technician I	29
0013	Office Technician II	31
0014	Office Technician III	36
0321	Cashier I	28
0501	Voting Machine Programmer	31

TEAMSTERS, LOCAL 117 - COURTHOUSE CLERICAL UNIT
ADDENDUM A 1980 - 1991

Page Two

	<u>Title</u>	<u>Pay Range Number</u>
0505	Torrens Title Clerk	41
6205	Microfilm Operator	21
0502	Election Supply Technician	28

FACILITIES MANAGEMENT

0061	Switchboard Operator I	23
0062	Information/Switchboard Supervisor	33

(Switchboard Operator I, when assigned to Assistant Chief Operator, will be compensated on Pay Range #25. Minimum salary for such assignment shall be five percent over other Switchboard Operator I positions.)

0005	Office Assistant I	19
0006	Office Assistant II	23
0007	Office Assistant III	26
0010	Word Processing Technician	31
0012	Office Technician I	29
0013	Office Technician II	31
0014	Office Technician III	36

REAL PROPERTY

0005	Office Assistant I	19
0006	Office Assistant II	23
0007	Office Assistant III	26
0010	Word Processing Technician	31
0012	Office Technician I	29
0013	Office Technician II	31
0014	Office Technician III	36
0016	Secretary I	24
0017	Secretary II	34
0018	Secretary III	35

GENERAL SERVICES - AUTO, BUSINESS, ANIMAL & MARRIAGE LICENSES

0005	Office Assistant I	19
0006	Office Assistant II	23