

November 29, 1995

LARRY PHILLIPS
Introduced By: Greg Nickels
Brian Derdowski

Proposed No.: 95-797

ORDINANCE NO. **12049**

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4 AN ORDINANCE approving and adopting the
5 Collective Bargaining Agreement
6 negotiated by and between King County and
7 Teamsters, Local 117, Professional &
8 Technical, representing employees in the
9 departments of Executive Administration
10 (Purchasing Agency, Computer &
11 Communication Services); Construction and
12 Facilities Management (Property
13 Services); Office of Human Resource
14 Management; and the Office of Financial
15 Management (Accounting Services) and
16 establishing the effective date of said
17 Agreement, and declaring an emergency.

18 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

19 SECTION 1. The Collective Bargaining Agreement
20 negotiated between King County and Teamsters, Local 117,
21 Courthouse Clerical Unit, representing employees in the
22 departments of executive administration (purchasing agency,
23 computer and communication services); construction and
24 facilities management (property services); office of human
25 resource management; and the office of financial management
26 (accounting services) and attached hereto is hereby approved
27 and adopted and by this reference made a part hereof.

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SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1996, through and including December 31, 1998.

SECTION 3. The King County Council finds as a fact that an emergency exists and that this ordinance is necessary for the immediate preservation of public peace, health or safety or for the support of county government and its existing public institutions.

INTRODUCED AND READ for the first time this 20th day of November, 1995.

PASSED by a vote of 13 to 0 this 4th day of December, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 12th day of December, 1995

Sam Loh
King County Executive

Attachment:
Collective Bargaining Agreement

COLLECTIVE BARGAINING AGREEMENT

between

KING COUNTY

and

TEAMSTERS LOCAL 117 (Professional/Technical)

Representing Professional/Technical Employees in King County:

Office of Financial Management:
Accounting Services Division;
Department of Executive Administration:
Purchasing Agency;
Computer and Communication Services;
Office of Human Resource Management:
Safety & Claims Management;
Department of Construction & Facilities Management:
Property Services Division

January 1, 1996 through December 31, 1998

DRAFT AGREEMENT

BETWEEN

TEAMSTERS, LOCAL 117

PROFESSIONAL AND TECHNICAL EMPLOYEES UNIT

AND

KING COUNTY

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AGREEMENT
BETWEEN
TEAMSTERS, LOCAL 117
PROFESSIONAL AND TECHNICAL EMPLOYEES
AND
KING COUNTY

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These articles constitute an agreement, terms of which have been negotiated in good faith, between the King County Labor Negotiating Team and the signatory organization subscribing thereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

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ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington (RCW 41.56).

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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 3: RIGHTS OF MANAGEMENT

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

6 **Section 1.** It is recognized that the Employer retains the right, except as otherwise
7 provided in this Agreement, to manage the affairs of the County and to direct its work
8 force. Such functions of the Employer include, but are not limited to:

9 a. recruit, examine, select, promote, transfer and train Employees of its choosing,
10 and to determine the times and methods and means of such actions;

11 b. assign and direct the work; assign overtime, develop and modify class
12 specifications as well as assignment for the salary range for each classification, and
13 allocate positions to those classifications; determine the methods, materials and tools to
14 accomplish the work; designate duty stations and assign Employees to those duty
15 stations;

16 c. reduce the work force due to lack of work, funding or other cause consistent
17 with efficient management and procedures, discipline, suspend, demote, or dismiss non-
18 probationary Employees for just cause and discharge probationary Employees at will; and

19 d. establish reasonable work rules; assign the hours of work and assign
20 Employees to shifts and days off.

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ARTICLE 4: HOLIDAYS

a. Regular full time 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

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

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

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

d. An employee must be in a pay status, either the employee's scheduled work day before, or employee's scheduled working day after a holiday in order to receive holiday pay. An employee leaving County employment the day prior to the holiday shall not receive holiday pay.

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

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

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

ARTICLE 5: VACATIONS

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

Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
Upon completion of one (1) year of service		(70 hours) 10 days	
More than one (1) but less than three (3) years of continuous service	(5.83 hours) .833 days	(70 hours) 10 days	(140 hours) 20 days
Less than twelve (12) years of continuous service. More than three (3) years of continuous service	(8.75 hours) 1.25 days	(105 hours) 15 days	(210 hours) 30 days
Twelve (12) years of more of continuous service and over	(11.62 hours) 1.66 days	(140 hours) 20 days	(280 hours) 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

1 termination, and for payroll purposes, a year shall be considered to contain 1,827 hours.
2 (Thereby, annual salary divided by 1,827 will result in the hourly rate for purposes of this
3 section.)

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

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

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

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

15 **Section 5.** Vacation may be used in one half (1/2) hour increments at the
16 discretion of the Department Director or his/her appointed designee.

17 **Section 6.** Upon termination for any reason, the employee will be paid for
18 unused vacation credits up to the maximum allowable accumulated vacation; provided
19 however, employees who are hired on or after January 1, 1986, who are eligible for
20 participation in the Public Employees' Retirement System Plan I, shall not be
21 compensated for more than two hundred forty (240) hours of accrued vacation at the me
22 of retirement. For employees hired on or after January 1, 1986, vacation hours accrued
23 in excess of two hundred forty (240) hours must be used prior to the employee's date of
24 retirement or such excess hours shall be lost.

25 **Section 7.** Temporary employees will not be granted vacation benefits.

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

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

Section 10. Employees may continue to accrue additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost.

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.

ARTICLE 6: SICK LEAVE**Section 1.**

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

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

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

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

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

Section 3. Temporary employees receive no sick leave benefits.

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

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

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

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

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

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

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

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

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

23 **Section 13. Family Care and Death:**

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

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

1 c. Family Leave will be granted to care for an ill child or immediate family
2 member as outlined in the County's Family Medical Leave Ordinance, 93-915, if
3 adopted. If not adopted by the County Council, the parties may reopen Section 13(C) for
4 purposes of discussing family medical leave.

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

7 e. Immediate family is construed to mean persons related to an employee by
8 blood or marriage or legal adoption as follows: grandparent, parent, spouse, children,
9 sibling, and any persons for whose financial or physical care the employee is principally
10 responsible.

ARTICLE 7: WAGE RATES**Section 1.**

Effective January 1, 1996, the salary in effect on December 31, 1995, for each employee in the bargaining unit (as outlined in Appendix A) shall be increased by ninety percent (90%) of the CPI-W for All U.S. Cities, September to September Index. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

Effective January 1, 1997, the salary in effect on December 31, 1996 for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S. Cities, September to September Index. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

Effective January 1, 1998, the salary in effect on December 31, 1997 for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S. Cities, September to September Index. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

Section 2. New employees shall be hired at Step 1 of their respective pay range or at a higher Step at management's discretion and advanced to the next Step after successful completion of a six (6) month probationary period. Advancement to this next Step after completion of the six (6) month probationary period may be denied upon serving written notice to the employee specifying the reasons therefor. Probation may be extended for an additional six (6) months at the discretion of management.

Section 3. Employees with satisfactory performance or better on the department's performance evaluation, shall automatically advance to the next salary step annually on January 1, except for employees on probation, who shall advance from their entrance step to the step increment granted upon completion of probation, and annually on January 1 thereafter.

Section 4. Work out of Class: In the event an employee is assigned to perform duties of a higher classification, s/he shall be paid for all time so assigned in excess of five (5) consecutive working days at the first pay step of the higher classification or the

1 next higher amount that would constitute an increase over the rate of pay being received
2 by the employee prior to assignment.

3 **Section 5.** A shift differential of \$0.75 shall apply to employees who work a
4 regular day shift for all unscheduled hours worked beyond 6:00 p.m, scheduled second
5 shift work, and for Computer and Communication Services Division employees,
6 regularly scheduled third shift (graveyard) work. Employees will not receive this
7 differential for those hours for which they receive overtime pay. Employees working
8 alternative work schedules such as referenced in Article 8, Section 1, are not eligible for
9 shift differential.
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ARTICLE 8: OVERTIME

1 *Section 1.* Except as otherwise provided in this article, employees shall be paid at
2 the rate of time and one-half for all hours worked in excess of eight (8) in one day or forty
3 (40) in one week (a seven (7) consecutive day period), exclusive of lunch periods, except
4 that people working alternative work schedules (such as four 10 hour days) shall receive
5 overtime after forty (40) hours worked in one week, rather than eight (8) in one day.

6 *Section 2.* A minimum of four (4) hours at overtime rate shall be allowed for
7 each call out. Where such overtime exceeds four (4) hours, the actual hours worked shall
8 be allowed at overtime rates. Shift extensions do not constitute "call outs." Scheduled
9 training shall not be considered "call out" when training is scheduled within one hour of
10 the beginning or end of the employee's work shift. Employees shall be compensated for
11 training only for actual time spent in scheduled training.

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

15 *Section 4.* If any provision of this article conflicts with minimum standards
16 established by RCW 49.46, then that provision shall be automatically amended to provide
17 the minimum standards.

ARTICLE 9: HOURS OF WORK

1 *Section 1.* The standard work week shall consist of between thirty five (35) to
2 forty (40) hours within a seven (7) consecutive day period, exclusive of lunch periods.
3 Generally, the working hours of each day shift shall be between 7 a.m. and 6 p.m., unless
4 the operational needs of the Department or of the particular assignment dictate otherwise,
5 or unless adjusted to accommodate a flex schedule which may be requested by employees
6 in accordance with the following section. Starting times and lengths of shifts shall be
7 determined in accordance with requirements of the organization.

8 *Section 2. Flextime/Alternative work Schedules:* The County agrees in principle
9 to the concept that alternative work schedules/flextime for individual employees within
10 the Union should be considered and evaluated in terms of the best interests of both the
11 County and the employee. Requests for alternative work schedules will be acted upon
12 and returned to the requesting employee, providing such requests shall not be unduly
13 denied. Denials may be appealed to the Department Director, provided however that the
14 needs of the County shall be the determining factor in granting alternative work
15 schedules/flextime. Employees requesting and receiving alternative work schedules of
16 less than their full time schedule of 35 - 40 hours per week, prior to that time, will have
17 their benefits (i.e., holidays, vacation days, personal leave etc.) days adjusted to reflect
18 their shorter work week. Such adjustment may include fewer leave days.

19 *Section 3. Schedules:* The establishment of reasonable work schedules is vested
20 within the purview of Department management and may be changed from time to time
21 provided that a five (5) day notice is given to the employees, except in those
22 circumstances over which the Department cannot exercise control.
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ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

1 The County will provide a medical, dental and life insurance plan for all regular
2 employees; such plans, including any changes thereto, to be as negotiated by the County
3 and the Union through the joint Labor-Management Insurance Committee.
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ARTICLE 11: MISCELLANEOUS

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

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

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

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

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

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

ARTICLE 12: GRIEVANCE PROCEDURE

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

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

Section 1. Definition:

7
8 Grievance - An issue raised by a party to this Agreement relating to the interpretation of
9 rights, benefits, or conditions of employment as contained in this Agreement, except that verbal
10 or written reprimands are not subject to Step 5 of the grievance procedure and Article XIV 14
11 and Article 7, Section 3 are not subject to the grievance procedure outlined in this Agreement.

Section 2. Procedure:

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13 **Step 1.** A grievance shall be verbally presented by the aggrieved employee and
14 representative, if the employee wishes, within ten (10) working days of the occurrence of such
15 grievance to the employee's immediate supervisor. The supervisor shall gain all relevant facts
16 and shall attempt to adjust the matter and notify the employee within ten (10) working days. If a
17 grievance is not pursued to the next higher level within ten (10) working days, it shall be
18 presumed resolved.

19 **Step 2.** If, after thorough discussion with the immediate supervisor, the grievance has not
20 been satisfactorily resolved, the employee and representative shall reduce the grievance to
21 writing, outlining the facts as they are understood. The written grievance shall then be presented
22 to the division manager for investigation, discussion and written reply. The division manager
23 shall make a written decision available to the aggrieved employee within ten (10) working days.
24 If the grievance is not pursued to the next higher level within ten (10) working days, it shall be
25 presumed resolved.

26 **Step 3.** If, after thorough evaluation, the decision of the division manager has not
27 resolved the grievance to the satisfaction of the parties the grievance may be presented to the
28 department director or his/her designee. All letters, memoranda, and other written materials shall
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1 be made available for the review and consideration of the department director or his/her
2 designee. The director or designee may interview the employee and/or representative and receive
3 any additional related evidence which may be deemed pertinent to the grievance. The director or
4 designee shall make a written decision available within ten (10) working days. If the grievance
5 is not pursued to the next higher level within ten (10) working days, it shall be presumed
6 resolved.

7 *Step 4.* If, after thorough evaluation, the decision of the department director or designee
8 has not resolved the grievance to the satisfaction of the employee, the grievance may be
9 presented to the Director of OHRM or his/her designee for review. The Director may request
10 information in addition to that in the grievance file, and shall determine the scope and method of
11 review. The Director or his/her designee shall render a decision within ten (10) working days of
12 his/her receipt of the grievance file. If the Director fails to so issue, the union may proceed to
13 Step 5 of this grievance procedure.

14 *Step 5.* Either signatory party may request arbitration within thirty (30) calendar days of
15 the conclusion of Step 4 and must specify at that time the exact question which it wishes
16 arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator. In the
17 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected
18 from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Services or
19 another agency if the parties agree. The arbitrator will be selected from the list by both the
20 County representative and the Union, each alternately striking a name from the list until only one
21 name remains. The arbitrator 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 provisions
24 of this Agreement, but shall have the power only to apply and interpret the provisions of this
25 Agreement in reaching a decision.

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

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

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

6 **Section 3.** The Employer shall not suspend nor discipline an employee for other than just
7 cause.

8 **Section 4.** In the event the Employer requires an Employee to attend a meeting for
9 purposes of questioning an employee with respect to an incident which may lead termination of
10 that Employee, the Employee shall be advised of his right to be accompanied by a representative
11 of the Union and if the Employee desires Union representation in said matter, s/he shall notify
12 the Employer at that time and shall be provided a reasonable time to arrange for Union
13 representation.

14 **Section 5.** The parties may extend the above described deadlines in writing by
15 mutual agreement of the parties.

16 **Section 6. Election of Remedies:** If Employees have access to multiple
17 procedures for adjudicating grievances, then selection by the Employee of one
18 procedure will preclude access to the other procedures. Selection is to be made no later
19 than at the conclusion of Step 2 of the grievance procedure in Article 12.
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ARTICLE 13: BULLETIN BOARDS

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The employer agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other Union material, providing there is sufficient space, beyond what is required by the County for "normal" business operations, and prior approval is received from appropriate authority.

ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

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

11 The parties agree that personnel actions may be taken to accommodate
12 disabilities, as may be required under the Americans with Disabilities Act (ADA), and
13 that such an accommodation under the ADA shall take precedence over any conflicting
14 provisions of this agreement.

ARTICLE 15: SAVINGS CLAUSE

1 Should any part hereof or any provision herein contained be rendered or
2 declared invalid by reason of any existing or subsequently enacted legislation or by any
3 decree of a court of competent jurisdiction, such invalidation of such part or portion of
4 this Agreement shall not invalidate the remaining portions hereof; provided, however,
5 upon such invalidation the parties agree to meet and negotiate such parts or provisions
6 affected. The remaining parts or provisions shall remain in full force and effect.
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ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

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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.
21 The County may consider such absence a resignation. Such employees are also subject
22 to discharge, suspension, or other disciplinary action.
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ARTICLE 17: WAIVER CLAUSE

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

8 All letters, agreements and understandings in effect prior to the effective date of
9 this contract are deemed null and void with the effective date of this contract.
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ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRES

1 **Section 1.** Employees laid off as a result of reduction of work and/or a shortage
2 of funds shall normally be laid off according to their seniority within classification and
3 Division, except that when in the judgment of the Division Manager the application of
4 seniority alone would adversely affect operation of the Division, then ability and skill
5 may be the determining factor. The classifications to be laid off shall be at the sole
6 discretion of management. In the event there are two or more employees scheduled for
7 layoff within the Division with the same classification and seniority, the Department
8 head will determine the order of layoff based on employee performance PROVIDED:
9 no regular or probationary employee shall be laid off while there are temporary extra
10 help employees serving in the class or position for which the regular or probationary
11 employee is eligible and available.

12 The employee adversely affected may grieve the layoff decision in accordance
13 with Step 5 of the grievance procedure as described in Article 12, Section 2, provided
14 however, that in any such lay-off grievance proceeding the decision of the Division
15 Manager shall be accorded a presumption of correctness that may only be overcome by
16 a showing of the preponderance of the evidence.

17 In lieu of laying off an employee, the Director of the OHRM may reassign such
18 employee to a comparable, vacant position, when the Director determines such
19 reassignment to be in the best interest of the County.

20 **Section 2. Bumping:** Employees in the bargaining unit who are laid off may
21 bump into other positions in the Department within the bargaining unit if they meet all
22 of the following criteria:

23 1) The employee to be bumped has less bargaining unit seniority than the
24 employee who elects to bump,

25 2) The employee to be bumped is at a pay range equal to or lower than the
26 employee who elects to bump, and

27 3) The employee electing to bump has passed probation in the class series into
28 which s\he is electing to bump, has the skill and ability to perform the job in question.

1 **Section 3. Recall:** All employees who are laid off shall be placed on a recall
2 list with the employee with the most seniority who has passed probation in a
3 classification being recalled first. A laid off employee may be removed from the recall
4 list for any of the following reasons:


- 5 1) The expiration of two years (24 months) from the date of layoff;
- 6 2) Re employment within the County in a similar position or job class;
- 7 3) Failure to accept employment or report to work;
- 8 4) Failure to appear for a job interview after notification by telephone or
9 by mail addressed to the employee's last address on file with the County;
- 10 5) Failure to respond within seven (7) days to a communication
11 regarding availability of employment;
- 12 6) Request in writing by the laid off employee to be removed from the
13 list.

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

This agreement and each of its provisions shall become effective January 1, 1996, and shall continue in full force and effect through December 31, 1998. 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 18 day of October, 1995.


NOV. 9, 1995
KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:



TEAMSTERS - LOCAL 117

110:final95

TEAMSTERS, LOCAL 117
PROFESSIONAL AND TECHNICAL UNIT
1995 ADDENDUM A

Union Code 0117P

12049

OFFICE OF FINANCIAL MANAGEMENT
Accounting Services and Finance Division

Class Code	Classification	Pay Range
0311	Accountant I	42
0312	Accountant II	49
0325	Revenue Officer I	44
0326	Revenue Officer II	46

DEPARTMENT OF EXECUTIVE ADMINISTRATION
Purchasing Agency

Class Code	Classification	Pay Range
0209	Contract Specialist	48
0211	Buyer	45
0212	Senior Buyer	51
0214	Procurement Coordinator	51

Computer and Communication Services

Class Code	Classification	Pay Range
0121	Computer Operator I	37
0122	Computer Operator II	40
0123	Computer Operator III	44
0125	Computer Shift Supervisor	52

TEAMSTERS, LOCAL 117
PROFESSIONAL AND TECHNICAL UNIT
1995 ADDENDUM A

Union Code 0117P

12049

DEPARTMENT OF CONSTRUCTION AND FACILITIES MANAGEMENT
Property Services

Class Code	Classification	Pay Range
0183	P.C. Systems Coordinator	50
0221	Staff Appraiser I	49
0222	Staff Appraiser II	54
0234	Property Leasing Specialist	49
0236	Acquisition Coordinator	39
0237	Right of Way Agent I	49
0246	Real Property Analyst	54
0249	Title Examiner	42
0220	Real Property Representative	39
0247	Inventory & Control Officer	49
0248	Real Property Section Supervisor	58*
0243	Franchise Supervisor	54*

* Exempt from Article 8 of the collective bargaining agreement.

TEAMSTERS, LOCAL 117
 PROFESSIONAL AND TECHNICAL UNIT
 1995 ADDENDUM A

Union Code 0117P

12049

OFFICE OF HUMAN RESOURCE MANAGEMENT

Class Code	Classification	Pay Range
0621	Personnel Analyst I	47
0622	Personnel Analyst II	54
0623	Personnel Analyst III	61
0632	Program Analyst II	52
0633	Program Analyst III	57
0600	Human Resource Program Spec.	52
0744	Civil Rights Specialist	48
0738	Disability Coordinator	54
0739	Recruiting Specialist	52
0642	Personnel Technician	42
0759	Labor Standards Specialist	52
	<i>Employee Benefits Section</i>	
0688	Wellness Coordinator	52
0753	Benefits Technician	42
0755	Benefits Analyst	52
4164	EAP Coordinator	50
	<i>Safety and Claims Management</i>	
0603	Safety and Training Specialist	46
0647	Safety Officer	54
0702	Claims Officer	52
0760	Industrial Hygienist	55
2215	Fire Extinguisher Specialist	35

Agreement

by and between

Teamsters, Local 117

and

King County

concerning the
Professional and Technical Collective Bargaining Agreement

(Office of Human Resource Management)

The parties agree that if Wes Moore, Personnel Analyst III in the Office of Human Resource Management is required to work a 40 hour work week in this classification covered by the above referenced collective bargaining agreement, he shall be compensated at pay range 67 of the King County Standardized Pay Schedule.

For King County:

For Teamsters, Local 117

Deborah Bellam Date

Lew Dascenzo Date

12049

Agreement
by and between
King County
and
Teamsters, Local 117
Concerning the Professional and Technical Bargaining Unit

King County hereby recognizes Teamsters, Local 117 as the bargaining representative of Real Property Section Supervisor, class code #0248 and Franchise Supervisor, class code #0243 in the Department of Executive Administration, Property Services Division. All the terms and conditions of the 1995 and 1996 - 1998 contract covering the Courthouse Professional and Technical Unit will apply to the supervisors once ratified, except the overtime language in Article 8. Overtime will be governed by the practice in effect at the time the 1996 through 1998 collective bargaining agreement is ratified by the King County Council.

For King County:

For Teamsters, Local 117

Deborah Bellam

Lew Dascenzo

teamsters:chprof:cba95:addend:mou2