

ORDINANCE NO. 12466

AN ORDINANCE approving and adopting Addendum B of the Collective Bargaining Agreement negotiated by and between King County and Teamsters, Local 117, representing temporary employees who are members of the Professional/Technical and Courthouse Clerical Bargaining Units in the Department of Construction & Facilities Management; Department of Information and Administrative Services: Information & Telecommunications Services, Licensing & Regulatory Services Division, Records & Elections Division; Department of Finance: Financial Management Division, Procurement Division; Office of Human Resources Management; Department of Public Health, Division of Alcoholism and Substance Abuse Services; Personnel Section of the Department of Adult Detention; and Department of Natural Resources (formerly the Department of Public Works) and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Addendum B negotiated between King County and Teamsters, Local 117, representing temporary employees who are members of the Professional/Technical and Courthouse Clerical Bargaining Units in the Department of Construction & Facilities Management; Department of Information and Administrative Services: Information & Telecommunications Services, Licensing & Regulatory Services Division, Records & Elections Division; Department of Finance: Financial Management Division, Procurement Division; Office of Human Resources Management; Department of Public Health, Division of Alcoholism and Substance Abuse Services; Personnel Section of the Department of Adult Detention; and Department of Natural Resources (formerly the Department of Public Works) and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from the first pay period following ratification by the King County Council, through and including December 31, 1998.

INTRODUCED AND READ for the first time this 16<sup>th</sup> day of September, 1996.

PASSED by a vote of 12 to 0 this 23<sup>rd</sup> day of September, 1996.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hague  
Chair

ATTEST:

Donald A. Peterson  
Clerk of the Council

APPROVED this 4<sup>th</sup> day of October, 1996.

Kevin Raymond  
for King County Executive

Attachment:  
Collective Bargaining Agreement

## ADDENDUM B

AGREEMENT BETWEEN  
KING COUNTY  
AND  
TEAMSTERS LOCAL UNION 117  
WITH RESPECT TO TEMPORARY EMPLOYEES  
WHO ARE MEMBERS OF THE PROFESSIONAL/TECHNICAL AND  
COURTHOUSE CLERICAL BARGAINING UNITS

This agreement is between the County of King, Washington (hereinafter referred to as the County) and Teamsters Local Union 117 (hereinafter referred to as Union) for the purposes of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those temporary employees performing work of a similar nature to that of the regular employees, for whom the County has recognized the Union as the exclusive bargaining representative, in those divisions in which 117 has been recognized as representing the classification in question. This Addendum constitutes a complete agreement with respect to the representation, wages, hours and working conditions of these employees. The King County Departments and Divisions covered by this agreement are: Department of Construction & Facilities Management; Department of Information and Administrative Services: Information & Telecommunications Services, Licensing & Regulatory Services Division, Records & Elections Division; Department of Finance: Financial Management Division, Procurement Division; Office of Human Resources Management; Department of Public Health, Division of Alcoholism and Substance Abuse Services; Personnel Section of the Department of Adult Detention; and Department of Natural Resources (formerly the Department of Public Works). Only those classifications currently represented by Teamsters, Local 117 in the above referenced units are covered.

## PREAMBLE

The County and the Union agree that the efficient and uninterrupted performance of County functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for certain temporary employees. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purpose and with the further objective of fostering effective cooperation between the County and its employees. Therefore, this Agreement and the procedure which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

Temporary employees shall be recognized as employees hired to work during any period when additional work requires a temporary augmented work force, in the event of an emergency, or to fill in for the absence of a regular employee or to fill a vacancy in a regular position for a short period while said position is waiting to be filled by a regular employee.

The County shall not use temporary employees to permanently supplant regular positions. After a position has been filled by a temporary employee for 910 hours, the Union may request a

meeting with the County to review the circumstances and justify the need for that position to remain staffed by a temporary employee.

#### UNION RECOGNITION AND MEMBERSHIP

Section 1: The County recognizes the signatory organization as representing those temporary employees who are employed for thirty (30) consecutive days or more in a twelve (12) month period, as long as they remain temporary employees.

Section 2: It shall be a condition of employment that all temporary employees covered by the classifications in those divisions in which such classifications are included in the Professional/Technical and Clerical Bargaining Units, shall pay to the Union a Service Fee (not union dues) in the amount of 1.32% of regular gross pay (not including overtime or leave benefits) for all hours of employment. Said Service Fee shall be deducted and remitted to the Local Union each payday. This Service Fee shall be paid in lieu of those fees paid to the Union required by the provisions of the Clerical and Professional/Technical contracts for regular County employees.

Section 3: Should a temporary employee become a regular employee in one of the classifications covered by this agreement, he/she shall comply with the union recognition and membership provisions of Article II of the collective bargaining agreement to which this Addendum is attached.

Section 4: Payroll Deduction - Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of service fee as certified by the Secretary-Treasurer of the signatory organization and shall transmit the same to the Secretary-Treasurer of the signatory organization. The signatory organization will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of service fees for the signatory organization. The signatory organization agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

#### WAGE RATES

Wages have been established through negotiations and by agreement between the representatives of King County and the Union as enumerated in this Addendum.

#### OVERTIME

Section 1: Overtime shall be paid in accordance with the provisions of the Fair Labor Standards Act.

Section 2: All overtime shall be authorized in advance by the division manager or his/her designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is regularly scheduled work day for the individual.

## HOURS OF WORK

The Employer shall determine starting times, length of shifts, work schedules, number of hours assigned, whether or not hours will be assigned, and locations. Any employee scheduled to and reporting for work shall receive a minimum of two (2) hours pay unless the employee volunteers to leave earlier than the two (2) hours.

## GRIEVANCE PROCEDURE

Section 1: All misunderstandings or disputes of any character relative to matters covered in this Agreement shall be referred by the grievant to the Employer or the employer's authorized representative and the Secretary-Treasurer of the Union within five (5) working days of the incident in question. Should the employer's representative and the union's representative fail to reach an agreement within ten (10) working days, a neutral third party shall be selected by them, within five (5) working days the three (3) parties shall form a grievance panel. The grievance panel shall resolve the issue within fifteen (15) working days unless the parties mutually agree in writing to extend the time limits. The decision of such panel shall be binding.

Section 2: The right to process and settle grievances is wholly to the exclusion of any other remedy available to the employee and the union, and is dictated by the provisions of this Article. The Union and Employer agree to act promptly and fairly in all grievances.

Section 3: The parties recognize that the Union is not required by law to file or process employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of the grievance panel, the Union shall be the exclusive representative of the employee(s) involved. The parties to any grievance are the County and the Union.

## NO REDUCTION IN PAY OR BENEFITS

It is understood and agreed that no current employee shall suffer any reduction in pay rate or benefits by reason of this Agreement.

## EQUAL EMPLOYMENT OPPORTUNITY

The Employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, marital status, sexual orientation, ancestry, or any sensory, mental, or physical handicap. Grievances relating to this provision shall be brought to the

attention of the County and, where appropriate, filed with the appropriate human rights agency. Such grievances shall not be subject to the grievance procedures outlined herein.

### SAVINGS CLAUSE

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

### WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1: The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppages, including any strike, slowdown or refusal to perform any customarily assigned duties or other interference with the County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2: Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in the work stoppage.

Section 3: Any employee participating in a work stoppage or in other ways committing an act prohibited in this article shall be considered absent without leave from work and shall be considered to have resigned.

### MANAGEMENT RIGHTS

The right to hire, select, discharge, assign, transfer, promote, employees, to discipline employees for cause, establish reasonable work rules, and to maintain discipline and efficiency of employees, is the sole responsibility of the County, except that Union members shall not be discriminated against because they are union members. The location of operations, work schedules, job assignments, methods, processes and means of operations are solely and exclusively the responsibility of the County. Because the very nature of the County's

employment relationship with the employees covered by this agreement is temporary, the parties understand that such employees are guaranteed no hours. The number of hours to be assigned to any employee and the decision whether or not to assign any hours to temporary employees, is totally within the discretion of management.

## WAGES

Section 1: Temporary employees shall be hired at STEP 1 of the standard King County salary range, for the classification to which the employee is assigned. (King County standard pay ranges) covering the classification of work for which the employee was hired, for the first one thousand forty (1040) hours of his/her employment, unless otherwise provided for within this Agreement, or by King County Personnel Guidelines Section 9.45. Upon completion of his/her first one thousand forty (1040) hours of satisfactory performance, he/she shall immediately thereafter, automatically advance from STEP 1 to STEP 2 and upon completion of two thousand eighty (2080) hours satisfactory performance in STEP 2 shall advance one step and after each 2080 hours of satisfactory performance in each step shall advance to the next step, until he/she attains the top pay STEP in the pay range for his/her classification. Since this agreement begins in 1996, the 1996 King County pay schedule shall be used for the remainder of 1996. The 1997 King County standard pay schedule shall be used in 1997, and the 1998 standard pay schedule shall be used in 1998.

This agreement and the wage provisions herein do not cover non-represented classifications, classifications covered by other unions or agreements, or temporary employees not performing the work of classifications covered by the 117 Clerical or Professional/Technical collective bargaining agreements. Work study students, youth employment students, interns and externs, are not covered by the wage provisions of this agreement and are not covered by this agreement at all if they are assisting, rather than supplanting, bargaining unit members.

## BENEFITS

Temporary employees covered by this contract shall be granted the same benefits or premium in lieu of benefits given to temporary employees in King County Code Title III. This provision gives temporary employees who work half time or more a pro rata share of leave benefits or a fifteen percent (15%) of base wage premium in lieu of leave benefits. The determination as to whether employees are to receive leave benefits or the premium is to be determined by the Director of Office of Human Resource Management or his/her designee, unless the employee and his/her department reach agreement on the issue. The Director of the Department in question will determine what work hours (35 hours per week, 40 hours per week, etc.) constitutes a full-time employee. A temporary half-time employee is a temporary employee who works at least half of those hours in any given month. If such an employee does not work at least half-time in any given month, he/she will not receive the benefits or premium in lieu of benefits for that month. This agreement differs from Title III in one respect only. Temporary employees covered by this agreement shall receive either the leave benefits or fifteen percent

(15%) premium, as agreed to between the employee and his/her department. If the employee and his/her department disagree as to whether the employee should receive the leave or the premium, the issue shall then be decided by the Office of Human Resources Management Director, whose decision shall be binding and not grievable or appealable in any forum.

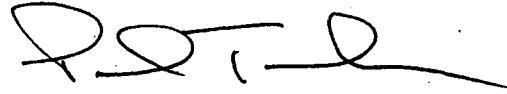
Employees who are currently receiving a ten percent (10%) premium under the terms of the 1992 agreement (which provided for a 10% premium in lieu of benefits between 521 and 1040 hours) shall be allowed to keep that premium, as long as eligible, until they become eligible for the fifteen (15%) premium described in King County Code Title III, and discussed above. No additional employees will receive the ten percent (10%) premium, as all employees covered by this agreement are now covered by the revisions to Title III, as reflected in this agreement. This is consistent with the No Reduction in Pay for Benefits language in this agreement.

Individuals who become employed in regular part-time or full-time positions covered by this agreement shall have all straight time hours worked within the previous twelve (12) month period counted for purposes of eligibility for medical, dental and life insurance benefits, provided there is no break in service. Provided further, that credit for hours worked shall be rounded to the closest month.

DURATION


This Agreement and each of its provisions shall be in full force and effect from the first pay period following the date such agreement is passed into ordinance by the King County Council, throughout the expiration date of the agreement of which this is a part, December 31, 1998.

APPROVED this 10th day of September, 1996.



Deputy KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:



TEAMSTERS - LOCAL 117