



**Signature Report**

**September 17, 2002**

**Ordinance 14474**

**Proposed No.** 2002-0435.1

**Sponsors** Constantine, Pullen and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and International Brotherhood of Teamsters Local  
4 117 (administrative support employees) representing  
5 employees in the departments of executive services, natural  
6 resources and parks, community and human services and  
7 transportation; and establishing the effective date of said  
8 agreement.

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10  
11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

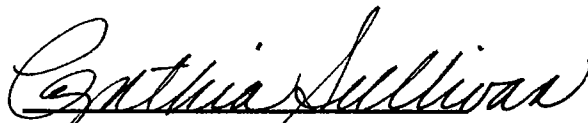
12 SECTION 1. The collective bargaining agreement negotiated between King  
13 County and King County and International Brotherhood of Teamsters Local 117  
14 (administrative support employees) representing employees in the departments of  
15 executive services, natural resources and parks, community and human services and  
16 transportation and attached hereto is hereby approved and adopted by this reference made  
17 a part hereof.

18            SECTION 2. Terms and conditions of said agreement shall be effective from  
19            January 1, 2002, through and including December 31, 2004.  
20

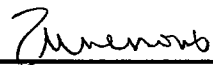
Ordinance 14474 was introduced on 9/9/2002 and passed by the Metropolitan King  
County Council on 9/16/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett,  
Ms. Hague, Mr. Irons and Ms. Patterson  
No: 0  
Excused: 0

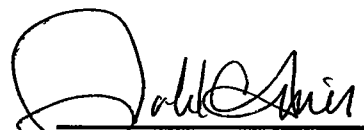
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

APPROVED this 19 day of September, 2002.

  
\_\_\_\_\_  
Ron Sims, County Executive

RECEIVED  
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CLERK  
KING COUNTY COUNCIL

**Attachments**      A. Agreement By and Between King County and Teamsters Local Union No. 117, B.  
                                 Addendum A

**AGREEMENT**  
**By and Between**  
**King County**  
**And**  
**Teamsters Local Union No. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**  
**Administrative Support Employees**  
**Term of Agreement**  
**January 1, 2002 - December 31, 2004**

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1                                   **AGREEMENT**  
2                                   **By and Between**  
3                                   **King County**  
4                                   **And**  
5                                   **Teamsters Local Union No. 117**  
6                                   **Affiliated with the**  
7                                   **International Brotherhood of Teamsters**  
8                                   **Administrative Support Employees**  
9                                   **Term of Agreement**  
10                                   **January 1, 2002 - December 31, 2004**

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

14                   **ARTICLE 1: PURPOSE**

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

**ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

**Section 2.2** It shall be a condition of employment that all employees covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall, on the thirtieth day following the effective date of this agreement, become and remain members in good standing in the Union, or pay fees to the Union to the extent permitted by law. It shall also be a condition of employment that all employees covered by this agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union, or pay fees to the Union to the extent permitted by law.

Provided however, that nothing contained in this section shall require an employee to join said Union who can substantiate in accordance with case law bona fide religious tenets or teachings that prohibit the payment of dues or initiation fees to Union organizations. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to a non-religious charity mutually agreed upon by the employee affected and the Union to which such public employee would otherwise pay the dues and initiation fee. The public employee shall furnish proof to the Union each month that such payment has been made.

Employees outside of the bargaining unit may be temporarily assigned to work within the bargaining unit for a period not to exceed thirty (30) days.

**Section 2.3** The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit

1 work. Nothing in this provision shall limit what the County has historically contracted out, and no  
2 jobs will be eliminated due to contracting out.

3       **Section 2.4 Dues Deduction:** Upon receipt of written authorization individually signed by a  
4 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
5 of dues and initiation fee or the appropriate fair share payment for temporary employees, as certified  
6 by the Secretary-Treasurer of the Union, and shall transmit the same to the Secretary-Treasurer of the  
7 Union.

8       The Union will indemnify, defend and hold the County harmless against any claims made and  
9 against any suit instituted against the County on account of any check-off of dues for the Union. The  
10 Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
11 provision upon presentation of proper evidence thereof.

12       **Section 2.5** The County will require all new employees hired, transferred, or promoted into a  
13 position included in the bargaining unit to complete a form to inform the Union of their hire. One  
14 copy of the form will be retained by County payroll, one copy of the form will be given to the  
15 employee and the original will be sent to the Union. The County will notify the Union of any  
16 employee leaving the bargaining unit.

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

21       **Section 2.7** Failure by an employee to satisfy the requirements of Section 2 shall constitute  
22 cause for dismissal; provided that King County has no duty to act until the Union makes a written  
23 request for discharge and verifies that the employee received written notification of the delinquency  
24 including the amount owing, the method of calculation, and notification that non-payment after a  
25 period of no less than seven (7) days will result in discharge by the County. A copy of each written  
26 notification shall be mailed to the County concurrent with its mailing to the employee.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2           **Section 3.1** The Union recognizes the prerogatives of the County to operate and manage its  
3 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the  
4 terms and conditions of this Agreement.

5           **Section 3.2** The County shall have the right to discipline and discharge for just cause, the  
6 right to layoff employees for lack of work or funds; or for the occurrence of conditions beyond the  
7 control of the County; or when such continuation of work would be wasteful and unproductive. The  
8 County shall further have the right to hire, appoint, promote, train, assign and direct the workforce;  
9 develop and modify classification specifications, allocate positions to those classifications, determine  
10 reasonable schedules of work, schedule overtime work, and to establish the methods and processes by  
11 which work is performed, the right to establish reasonable rules; and the right to take whatever  
12 actions are necessary in emergencies in order to assure the proper functioning of the Department.

**ARTICLE 4: HOLIDAYS**

**Section 4.1** Employees covered by this Labor Agreement shall be eligible for holidays with pay as provided by King County Code 3.12.230. Should King County Code be revised, the Union shall be advised of such revision and if after bargaining regarding the revision, the Union wishes to adopt such revision, it shall become part of the Labor Agreement.

**A.** Regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in Nov.
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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

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

**Section 4.3** Personal holidays shall be administered through the vacation plan. One (1) day shall be available for use on the first of October and one (1) on the first day of November each year.

**Section 4.4** In addition to the aforementioned holiday benefits provided in King County Code 3.12.230, this Labor Agreement shall provide for the following:



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

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

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

8           D. Holiday pay shall be based on the number of hours the employee would normally  
9 have worked on the day the holiday occurs, up to a maximum of eight (8) hours for regular full-time  
10 employees with a forty (40) hour work week, or seven (7) hours for regular full-time employees with  
11 a thirty-five (35) hour work week. Employees on flex or alternative work schedules shall be allowed  
12 to adjust their schedules during a holiday week so as to be eligible for holiday pay plus all non-  
13 holiday work hours for that work week. Part-time regular employees shall receive prorated holiday  
14 pay based on their normal hours of work per week in relation to a full-time schedule of thirty-five  
15 (35) or forty (40) hours.

16           E. Employees on alternative work schedules/flextime (working four days in five, or  
17 nine days in ten) who take holiday time off in excess of the 7 or 8 hours of holiday provided, and who  
18 do not adjust their work schedules as provided in D. above shall make up the difference using accrued  
19 vacation time or leave without pay.

20           F. If a holiday falls on an employee's regular day off, due to an alternative or flex  
21 work schedule, the employee will be entitled to paid time off equivalent to the holiday, to be  
22 scheduled by mutual agreement with the supervisor within the same pay period when the holiday  
23 occurs.

1 **ARTICLE 5: VACATIONS**

2           **Section 5.1** Employees covered by this Labor Agreement shall be eligible for vacations with  
3 pay as provided by King County Code 3.12.190. Should King County Code be revised, the Union  
4 shall be advised of such revision and if after bargaining regarding the revision, the Union wishes to  
5 adopt such revision, it shall become part of the Labor Agreement.

6           A. Regular, probationary, provisional and term-limited temporary employees shall  
7 accrue vacation leave for each hour in regular pay status exclusive of overtime as described in the  
8 following table:

Full Years of Service	Maximum Total Days
Upon hire through end of Year    5	12
Upon beginning of Year           6	15
Upon beginning of Year           9	16
Upon beginning of Year          11	20
Upon beginning of Year          17	21
Upon beginning of Year          18	22
Upon beginning of Year          19	23
Upon beginning of Year          20	24
Upon beginning of Year          21	25
Upon beginning of Year          22	26
Upon beginning of Year          23	27
Upon beginning of Year          24	28
Upon beginning of Year          25	29
Upon beginning of Year          26 and beyond	30

26           B. Employees eligible for leave shall accrue vacation leave from their date of hire in a  
27 leave eligible position.

28           C. Employees eligible for leave shall not be eligible to take or be paid for vacation

1 leave until they have successfully completed their first six (6) months of County service in a leave  
2 eligible position, and if they leave County employment prior to successfully completing their first six  
3 (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

4 **D.** Employees eligible for leave shall be paid for accrued vacation leave to their date  
5 of separation up to the maximum accrual amount if they have successfully completed their first six  
6 months of County service. Payment shall be the accrued vacation leave multiplied by the employee's  
7 regular base rate of pay in effect upon the date of leaving County employment less mandatory  
8 withholdings.

9 **E.** Employees eligible for leave shall not use or be paid for vacation leave until it has  
10 accrued and such use or payment is consistent with the provisions of this Article.

11 **F.** No employee eligible for leave shall work for compensation for the County in any  
12 capacity during the time that the employee is on vacation leave.

13 **G.** In cases of separation from County employment by death of an employee with  
14 accrued vacation leave and who has successfully completed his/her first six (6) months of County  
15 service in a leave eligible position, payment of unused vacation leave up to the maximum accrual  
16 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,  
17 RCW Title 11.

18 **H.** If an employee resigns from a full-time regular or part-time regular position or is  
19 laid off and subsequently returns to County employment within two years from such resignation or  
20 layoff, as applicable, the employee's prior County service shall be counted in determining the  
21 vacation leave accrual rate under Section 5.1.A.

22 **Section 5.2** In addition to the aforementioned vacation benefits provided in King County  
23 Code 3.12.190, this Labor Agreement shall provide for the following:

24 **A.** Overtime eligible employees may use vacation leave in one-quarter (1/4) hour  
25 increments, at the discretion of the manager.

26 **B.** Employees eligible for leave may accrue up to sixty (60) days (480 hours) of  
27 vacation. The maximum is 420 hours for 35 hour per week employees. Leave eligible part time  
28 employees may accrue vacation leave prorated to reflect their normally scheduled work week. Leave

1 eligible employees shall continue to accrue vacation in excess of the maximum during the calendar  
2 year in which they reach the maximum; however they must use vacation leave beyond the maximum  
3 accrual amount on or before December 31 of each year. Employees who leave King County  
4 employment for any reason will be paid for their unused vacation up to the maximum specified  
5 herein. Employees shall forfeit the excess accrual on December 31st of each year; unless the  
6 employee has received approval in accordance with County policies and procedures to carry over  
7 excess vacation accrual into the following year.

8           C. The Manager shall be responsible for establishing a vacation schedule that  
9 maximizes employee vacation opportunities while achieving the efficient functioning of the unit.  
10 Employees are encouraged to submit vacation requests as far in advance as possible. Managers will  
11 respond at the earliest opportunity, but not more than ten working days, after submission of employee  
12 vacation requests.

13           D. Business needs within divisions and work groups affect how management responds  
14 to employee vacation requests. Labor Management Committees are an appropriate forum for  
15 discussion of policies and procedures for vacation approval. In divisions or work groups without an  
16 established Labor Management Committee, the County agrees to establish an ad hoc labor  
17 management committee to discuss vacation scheduling, upon request by the Union. A representative  
18 from Human Resources Division, Labor Relations will participate in regular and ad hoc labor  
19 management meetings on the subject of vacation scheduling. Procedures for vacation scheduling  
20 developed by labor-management committees shall be set forth in a Letter of Understanding signed by  
21 a representative of the Union and the County.

1 **ARTICLE 6: SICK LEAVE**

2           **Section 6.1** Employees covered by this Labor Agreement shall be eligible for sick leave  
3 benefits as provided by King County Code 3.12.220. Should King County Code be revised, the  
4 Union shall be advised of such revision and if after bargaining regarding the revision, the Union  
5 wishes to adopt such revision, it shall become part of the Labor Agreement.

6           **Section 6.2** Regular, provisional, probationary and term-limited temporary employees shall  
7 accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status excluding  
8 overtime up to a maximum of eight (8) hours per month. Sick leave shall not begin to accrue until  
9 the first of the month following the month in which the employee commenced employment. The  
10 employee is not entitled to sick leave if not previously earned. If the County adopts a payroll system  
11 that allows sick leave accruals to begin the first day of employment, such change shall become  
12 effective immediately.

13           **Section 6.3** During the first six (6) months of service in a leave eligible position, employees  
14 eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of vacation  
15 leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave  
16 eligible position, any vacation leave used for sick leave must be reimbursed to the County upon  
17 termination.

18           **Section 6.4** There shall be no limit to the hours of sick leave benefits accrued by an eligible  
19 employee.

20           **Section 6.5** Separation from or termination of County employment except by reason of  
21 retirement or layoff due to lack of work, funds, efficiency reasons or separation for non disciplinary  
22 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or  
23 termination. Should the employee resign, be separated for non-disciplinary medical reasons or be laid  
24 off and return to County employment within two years, accrued sick leave shall be restored; provided,  
25 that such restoration shall not apply where the former employment was in a term-limited position.

26           **Section 6.6** Employees eligible to accrue leave and who have successfully completed at least  
27 five years of County service and who retire as a result of length of service or who terminate by reason  
28 of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an

1 amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the  
2 employee's rate of pay in effect upon the date of leaving County employment, less mandatory  
3 withholdings.

4       **Section 6.7** An employee must use all of his or her sick leave before taking unpaid leave for  
5 his or her own health reasons. If the injury is compensable under the County's workers compensation  
6 program, then the employee has the option to augment or not augment time loss payments with the  
7 use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the  
8 leave whether the particular leave would be paid or unpaid; but when an employee chooses to take  
9 paid leave for family reasons, he or she may set aside a reserve of up to eighty (80) hours of accrued  
10 sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation  
11 leave before going on leave of absence without pay, if approved by his or her appointing authority.

12       **Section 6.8** Accrued sick leave shall be used for the following reasons:

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

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

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

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

24           **D.** Exposure to contagious diseases and resulting quarantine.

25           **E.** A female employee's temporary disability caused by or contributed to by  
26 pregnancy and childbirth.

27           **F.** The employee's medical, ocular or dental appointments, provided that the  
28 employee's supervisor has approved the scheduling of sick leave for such appointments.

1 G. To care for the employees child if the child has an illness or health condition which  
2 requires treatment or supervision from the employee;

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

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

6 1. The employee has been employed by the County for twelve months or more  
7 and has worked a minimum of one thousand forty hours in the preceding twelve months;

8 2. the family member is the employee's spouse or domestic partner, the  
9 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
10 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
11 employee, the employee's spouse or domestic partner; and

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

13 a. the birth of a son or daughter and care of the newborn child, or  
14 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
15 within twelve months of the birth, adoption or placement;

16 b. the care of the employee's child or child of the employee's spouse or  
17 domestic partner whose illness or health condition requires treatment or supervision by the employee;  
18 or

19 c. care of a family member who suffers from a serious health  
20 condition.

21 **Section 6.9** An employee may take a total of up to eighteen weeks unpaid leave for his or her  
22 own serious health condition, and for family reasons as provided in Sections 8.g and 8.i combined,  
23 within a twelve month period. The leave may be continuous, which is consecutive days or weeks, or  
24 intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the  
25 following conditions:

26 A. When leave is taken after the birth or placement of a child for adoption or foster  
27 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by  
28 the employee's appointing authority.

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

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

9           **Section 6.10** Use of donated leave shall run concurrently with the eighteen work week family  
10 medical leave entitlement.

11           **Section 6.11** The County shall continue its contribution toward health care during any unpaid  
12 leave taken under Section 9.

13           **Section 6.12** An employee who returns from unpaid family or medical leave within the time  
14 provided in this Article is entitled, subject to bona fide layoff provisions, to:

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

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

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

19           **Section 6.13** Failure to return to work by the expiration date of the leave of absence may be  
20 cause for removal and result in termination of the employee from County service.

21           **Section 6.14** In addition to the aforementioned sick leave benefits provided in King County  
22 Code 3.12.220, this Labor Agreement shall provide for the following:

23           **A.** Division management and employees are responsible for the proper administration  
24 of the sick leave benefit.

25           **B.** Overtime eligible employees may use sick leave in one-quarter (1/4) hour  
26 increments, at the discretion of the manager/designee.

27           **Section 6.15** Full time employees who use sixteen (16) hours or less of sick leave in a payroll  
28 year (as reflected on the December 20<sup>th</sup> or last paycheck of the year) will be eligible to convert up to



1 sixteen (16) hours of sick leave to vacation hours. Employees must request such conversion no later  
2 than January 31 of the following year.

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1 **ARTICLE 7: PAID LEAVES**

2           **Section 7.1** Employees covered by this Labor Agreement shall be eligible for the following  
3 paid leave benefits as provided for in King County Code 3.12.210, 3.12.215, 3.12.223, 3.12.225,  
4 3.12.240, 3.12.260. Should King County Code be revised, the Union shall be advised of such  
5 revision and if after bargaining regarding the revision, the Union wishes to adopt such revision, it  
6 shall become part of this Labor Agreement.

7           **Section 7.2 Bereavement Leave:**

8           **A.** Employees eligible for paid leaves shall be entitled to three (3) working days of  
9 bereavement leave per occurrence, due to death of members of their immediate family.

10           **B.** Employees eligible for leaves who have exhausted their bereavement leave shall be  
11 entitled to use sick leave in the amount of three (3) days for each instance of death when death occurs  
12 to a member of the employee's immediate family.

13           **C.** In cases of family death where no sick leave benefit exists, the employee may be  
14 granted leave without pay.

15           **D.** In the application of any of the foregoing provisions, when a holiday or regular day  
16 off falls within the prescribed period of absence, it shall not be charged against the employee's sick  
17 leave account nor bereavement leave credit.

18           **E.** Immediate family means any of the following relatives of the employee,  
19 employee's spouse or employee's domestic partner: , spouse, domestic partner, grandparent, parent,  
20 child, sibling, child-in-law, parent-in-law, grandchild Also included is any person for whose financial  
21 or physical care the employee is principally responsible.

22           **Section 7.3 Organ Donor Leave (KCC 3.12.215):**

23           **1.** The appointing authority shall allow employees eligible for family leave, sick leave,  
24 vacation leave or leave of absence without pay who are voluntarily participating as donors in life-  
25 giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney  
26 transplants, or blood transfusions to take five days paid leave without having such leave charged to  
27 family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee  
28 shall:

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

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

9 2. Time off from work for the purposes set out above in excess of five (5) working  
10 days shall be subject to existing leave policies contracted in this Agreement.

11 **Section 7.4 Donation of Leaves (KCC 3.12.223):**

12 1. Vacation leave hours.

13 a) Any employee eligible for leave benefits may donate a portion of his or her  
14 accrued vacation leave to another employee eligible for leave benefits. Such donation will occur  
15 upon written request to and approval of the donating and receiving employees' department  
16 director(s), except that requests for vacation donation made for the purposes of supplementing the  
17 sick leave benefits of the receiving employee shall not be denied unless approval would result in a  
18 departmental hardship for the receiving department.

19 b) The number of hours donated shall not exceed the donor's accrued vacation  
20 credit as of the date of the request. No donation of vacation hours shall be permitted where it would  
21 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

22 c) Donated vacation leave hours must be used within ninety calendar days  
23 following the date of donation. Donated hours not used within ninety days or due to the death of the  
24 receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from  
25 vacation leave payoff provisions contained in Article 5. For purposes of this section, the first hours  
26 used by an employee shall be accrued vacation leave hours.

27 2. Sick leave hours.

28 a) Any employee eligible for leave benefits may donate a portion of his or her

1 accrued sick leave to another employee eligible for leave benefits upon written notice to the donating  
2 and receiving employees' department director(s).

3           b) No donation shall be permitted unless the donating employee's sick leave  
4 accrual balance immediately subsequent to the donation is one hundred hours or more. No employee  
5 may donate more than twenty-five hours of his or her accrued sick leave in a calendar year.

6           c) Donated sick leave hours must be used within ninety calendar days.  
7 Donated hours not used within ninety days or due to the death of the receiving employee shall revert  
8 to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions  
9 contained in Article 6, and sick leave restoration provisions contained in Article 6. For purposes of  
10 this section, the first hours used by an employee shall be accrued sick leave hours.

11           3. All donations of vacation and sick leave made under this section are strictly  
12 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other  
13 compensation or benefits in exchange for donating vacation or sick leave hours.

14           4. All vacation and sick leave hours donated shall be converted to a dollar value based  
15 on the donor's straight time hourly rate at the time of donation. Such dollar value will then be  
16 divided by the receiving employee's hourly rate to determine the actual number of hours received.  
17 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time  
18 hourly rate at the time of reconversion.

19           **Section 7.5 Leave for School Volunteer Service (KCC 3.12.225):**

20           The division manager shall allow the use of up to three days of sick leave each year to allow  
21 employees to perform volunteer services at the school attended by the employee's child, the  
22 employee's grandchild, the child of the employee's domestic partner, or child that resides in the  
23 employee's home. Employees requesting to use sick leave for this purpose shall submit such request  
24 in writing specifying the name of the school and the nature of the volunteer services to be performed.

25           **Section 7.6 Jury Duty (KCC 3.12.240):**

26           Any employee eligible for leave benefits who is ordered on a jury shall be entitled to his or her  
27 regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with  
28 the Finance Division of the Department of Executive Services. Employees shall report back to their

1 work supervisor when dismissed from jury service.

2 **Section 7.7 Military Leave (KCC 3.12.260):**

3 A leave of absence for active military duty or active military training duty shall be granted to  
4 eligible employees in accordance with applicable provisions of state and/or federal law; provided, that  
5 a request for such leave shall be submitted to the appointing authority in writing by the employee and  
6 accompanied by a validated copy of military orders ordering such active duty or active training duty.

7 **Section 8. Unpaid Leaves of Absence:**

8 **A. Short-Term Leaves of Absence.** A leave of absence without pay for a period not  
9 exceeding sixty (60) consecutive days may be granted by the applicable Division Manager.

10 **B. Long-Term Leaves of Absence.** The Manager of the Human Resources Division  
11 (HRD) of the Department of Executive Services may grant a request for a leave of absence for a  
12 period longer than sixty (60) days with the favorable recommendation of the applicable Department  
13 Director. Long-Term leaves may be conditional or unconditional, with any conditions set forth in  
14 writing at the time that the leave is approved.

15 **C. Leaves specified in A. and B. above shall not be unduly denied.**

1 **ARTICLE 8. WAGE RATES**

2           **Section 8.1 Pay Ranges:** The parties agree that the classification titles shall be compensated  
3 at the pay ranges and steps as shown in attached Addendum "A."

4           **Section 8.2 Cost of Living Adjustment:**

5           A. The parties agree that bargaining unit members shall receive a 2.32% cost of living  
6 increase effective January 1, 2002, consistent with the squared salary schedule provided that a cost of  
7 living increase has not previously been provided to such bargaining unit members.

8           B. Effective January 1, 2003, the salary in effect on December 31, 2002, for each  
9 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
10 Cities, September to September Index. In no event shall such increase be less than a minimum of two  
11 percent (2%) nor greater than a maximum of six percent (6%). Should King County adopt a policy  
12 implementing a new CPI Index impacting non-interest arbitration eligible employees, the Union shall  
13 be advised of such revision, and if after bargaining regarding the revision, the Union wishes to adopt  
14 such revision, it shall become part of the Labor Agreement.

15           C. Effective January 1, 2004, the salary in effect on December 31, 2003, for each  
16 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
17 Cities, September to September Index. In no event shall such increase be less than a minimum of two  
18 percent (2%) nor greater than a maximum of six percent (6%). Should King County adopt a policy  
19 implementing a new CPI Index impacting non-interest arbitration eligible employees, the Union shall  
20 be advised of such revision, and if after bargaining regarding the revision, the Union wishes to adopt  
21 such revision, it shall become part of the Labor Agreement.

22           **Section 8.3 Application of Pay Ranges as a Result of Collective Bargaining with Other**  
23 **Union(s):** The parties agree that should the County enter into any agreement with a union or  
24 otherwise compensate employees in the classifications of Fiscal Specialist I-IV, Administrative  
25 Specialist I-IV, Technical Information Processing Specialist I-IV, Customer Services Specialist I-IV,  
26 Administrative Office Assistant, and Revenue Processor at a higher salary range than that agreed  
27 upon for bargaining unit members covered by this Agreement the Agreement may be reopened by the  
28 parties for the purpose of negotiating the application of the higher salary range for employees covered

1 by this Agreement. If the Agreement is reopened pursuant to this Section, the County agrees to  
2 consider proposals from the Union on elements of compensation other than the salary range. The  
3 parties agree that an award of higher compensation by an interest arbitrator is specifically excluded  
4 from the terms of this Section.

5 **Section 8.4 Annual Step Increase:** Regular career service and term-limited temporary  
6 employees shall automatically advance to the next salary step annually on January 1, except for  
7 employees in their first six (6) months, who shall advance from their entrance step to the step  
8 increment granted upon completion of their first six (6) months, and annually on January 1 thereafter.

9 **Section 8.5 Work Out of Class/Acting Assignment:** In the event an employee is assigned,  
10 in writing, to perform duties of a higher classification, he/she shall be paid for all time so assigned in  
11 excess of one (1) day at the first pay step of the higher classification or at the step which is the  
12 equivalent of two steps (approximately five per cent) more than the employee's previous salary step,  
13 whichever is greater, but not to exceed the top step of the new range

14 If an employee works out of class for 12 consecutive months, the employee and/or the union  
15 may submit a Position Description Questionnaire (PDQ), with a request for consideration of  
16 reallocating the employee's position to the higher class. The PDQ shall be submitted to the  
17 employee's departmental human resources manager for transmittal to the Human Resources Division  
18 of the Department of Executive Services (DES). The departmental human resources manager shall  
19 transmit the PDQ as soon as practical, but no more than 60 calendar days after submission of the  
20 PDQ. Exception: employees who work out of class as an acting appointment to temporarily replace  
21 another employee on a leave of absence are not eligible to be considered for reallocation.

22 **Section 8.6 Shift Differential:** A shift differential of \$0.75 per hour for all hours worked  
23 shall apply to employees who work a regularly scheduled second shift or a regularly scheduled third  
24 shift. Employees working alternative work schedules such as referenced in Article 10, Section 2, are  
25 not eligible for shift differential unless their normal schedule is second or third shift.

26 **Section 8.7 Payroll Period:** The County may implement a bi-weekly pay period for any  
27 employees covered by this Agreement. The County agrees to provide at least 60 days notice to the  
28 affected employees and the Union The County acknowledges its obligation to negotiate the effects of

1 such implementation if the Union requests.

2       **Section 8.8. Pension Trust.** The County agrees to re-open negotiations during the term of  
3 this agreement upon request by the Union, solely for the purpose of negotiating procedures and  
4 policies for employees covered by this Agreement to participate in the Western Conference of  
5 Teamsters Pension Trust (WCTPT). The County and Union understand and agree that the Union will  
6 conduct a membership vote to determine whether the bargaining unit will participate in WCTPT, and  
7 that if a majority of members vote in favor of participation, all members must participate. The parties  
8 further agree that participation in WCTPT shall not result in an increase in the rate of pay for any  
9 employee covered by this Agreement.

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1 **ARTICLE 9: OVERTIME**

2           **Section 9.1** All work performed over forty (40) hours in any one (1) week or in excess of an  
3 overtime eligible employee's scheduled work shift of at least eight (8) hours in one (1) day shall be  
4 considered as overtime Employees whose scheduled shift is less than eight hours will receive straight-  
5 time pay for all work in excess of the shift up to eight hours, and will receive overtime pay after eight  
6 (8) hours in one day.

7           **Section 9.1.1** If an employee is required to work on a scheduled day off, the employee will be  
8 paid at the overtime rate for time worked in excess of forty (40) compensated hours in the work week,  
9 excluding sick leave.

10           **Section 9.1.2** If the employee requests and the supervisor approves, employees may be  
11 granted compensatory time at the rate of one and one-half times overtime hours worked, in lieu of  
12 overtime pay. Employees may carry a maximum balance of 80 hours compensatory time.  
13 Compensatory time may be taken as paid time off, to be requested and approved as for vacation leave.

14           **Section 9.2** A minimum of four (4) hours at overtime rate shall be allowed for each call out.  
15 Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime  
16 rates. Shift extensions do not constitute "call outs." Scheduled training shall not be considered "call  
17 out" when training is scheduled within one hour of the beginning or end of the employee's work shift.  
18 Employees shall be compensated for training only for actual time spent in scheduled training.

19           **Section 9.3** All overtime shall be authorized in advance by the division manager or the  
20 employee's supervisor, except in emergencies. With respect to emergency situations, the employee  
21 shall make every reasonable effort to contact a supervisor prior to engaging in the work. Saturday  
22 and Sunday work is not overtime when it is a regularly scheduled work day for the individual.

23           **Section 9.4** If any provision of this article conflicts with minimum standards established by  
24 Federal or State law, then that provision shall be automatically amended to provide the minimum  
25 standards.

26           **Section 9.5 Standby Pay:** An overtime eligible employee assigned in writing standby status  
27 shall receive 10% of the employee's base hourly rate of pay for each hour on standby.

28           **Section 9.6 Overtime Assignment:** When overtime work is necessary, supervisors and

1 managers will request volunteers from the qualified employees in the work group. If more employees  
2 volunteer than are needed for overtime work, the overtime work will be assigned to the most senior  
3 among the volunteers. If there are no volunteers, overtime work will be assigned to the least senior  
4 among the group of qualified employees.

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1 **ARTICLE 10: HOURS OF WORK**

2           **Section 10.1** The standard work week shall consist of between thirty five (35) to forty (40)  
3 hours within a seven (7) consecutive day period, exclusive of lunch periods.

4           Any employee shall be given the opportunity to work a 35 or 40 hour work schedule and the  
5 employer shall grant such a request provided that the employee choice does not adversely impact the  
6 operation of the department or the job security of other departmental (bargaining unit) employees.

7           Any bargaining unit member who is on a 35 hour workweek prior to date of ratification may  
8 decline the employer's request for a scheduled 40 hour work week. It is understood that the employer  
9 may request employees to work in excess of the regularly scheduled hours on a temporary basis.

10           Any vacant position may be posted as a 35 or 40 hour scheduled position.

11           **Section 10.2** Generally, the working hours of each day shift shall be between 7:00 a.m. and  
12 6:00 p.m. unless the operational needs of the department or of the particular assignment dictate  
13 otherwise, or unless adjusted to accommodate alternative work schedules/flex time schedule which  
14 may be requested by employees. The establishment of reasonable work schedules is vested within the  
15 purview of the department management and may be changed from time to time; provided, that a two  
16 (2) week notice is given to all affected employees, except in exigent circumstances. The County  
17 agrees that alternative work schedules/flextime for individual employees will be considered and  
18 evaluated in terms of the best interest of both the County and the employee. Requests for work  
19 schedules will not be unreasonably rescinded or denied.

20           **Section 10.3** Where the County and the Union on behalf of an employee are mutually  
21 agreeable to a telecommuting arrangement, the parties shall meet and document the terms of such  
22 agreement.

23           **Section 10.4** Employees covered by this Agreement shall be provided with two paid, 15-  
24 minute rest periods during each half of their regularly scheduled workday.

25           **Section 10.5** Employees covered by this Agreement shall be provided with an unpaid meal  
26 time which shall not exceed one (1) hour.

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

The County will provide a medical, dental and life insurance plan for all benefit eligible employees; such plans, including any changes thereto, to be as negotiated by the County and the Union through the Joint Labor-Management Insurance Committee.

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1 **ARTICLE 12: MISCELLANEOUS**

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

4           **Section 12.2** All employees who have been authorized to use their own transportation on  
5 County business shall be reimbursed at the rate established through Ordinance by the County Council.

6           **Section 12.3** The employer agrees to permit the Union shop stewards and business  
7 representatives to post on County bulletin boards the announcement of meetings, election of officers,  
8 and any other Union material, providing there is sufficient space, beyond what is required by the  
9 County for "normal" business operations.

10           Union shop stewards and business representatives shall be allowed to post electronic mail  
11 notices on the County system if the notices meet the same requirements listed above. In addition,  
12 such representatives may use the County electronic mail system for communications related to  
13 contract administration. In no circumstances shall use of the County equipment interfere with County  
14 operations.

15           **Section 12.4** Authorized representatives of the Union may have reasonable access to its  
16 members in County facilities for transmittal of information or representation purposes before work,  
17 after work, during lunch breaks, or other regular breaks, or at any reasonable time as long as the work  
18 of the County employees and services to the public are unimpaired. Prior to contacting members in  
19 County facilities, such authorized agents shall make arrangements with the Division Manager.

20           **Section 12.5** The County agrees to comply with all applicable Federal, State and local laws  
21 and regulations regarding health and safety. In the event an employee discovers or identifies an  
22 unsafe condition, the employee will immediately notify the supervisor. Employees will not be  
23 disciplined for reporting unsafe conditions. If the Employer determines that there is an unsafe  
24 condition, it will be remedied immediately. No employee shall be required to use equipment which is  
25 not in a safe condition, or to work in an unsafe environment.

26           **Section 12.6** The County agrees to maintain the current bus pass benefit for eligible  
27 employees for the life of this Agreement.

**ARTICLE 13: GRIEVANCE PROCEDURE**

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

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

**Section 13.1 Definition:**

Grievance - A grievance shall be defined as an alleged violation of any of the express terms of this Agreement, except that verbal or written reprimands and grievances under Article 14 (EEO) are not subject to Step 5 of the grievance procedure.

Other matters may arise in the course of employment that do not meet the above definition of a grievance. Employees are encouraged to discuss their concerns or potential problems informally with supervisors and/or managers. A union representative may participate in such discussions if requested by the employee.

Probationary, term-limited, part-time and temporary employees shall not have the right to pursue grievances over terminations of employment but shall be able to pursue grievances as otherwise provided in this Section.

**Section 13.2 Procedure:**

**Step 1.** A grievance shall be presented in writing by the aggrieved employee (and representative, if the employee wishes) within twenty (20) working days of the occurrence or knowledge of such grievance, to the employee's immediate supervisor. The grievance statement shall include the date(s) of the alleged violation, the Article and Section of this Agreement believed to be violated, and the requested remedy. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and respond in writing to the employee within twenty (20) working days. If a grievance is not pursued to the next higher level within ten (10) working days after the supervisor's response, it shall be presumed resolved.

**Step 2.** If, after thorough discussion with the immediate supervisor, the grievance has

1 not been satisfactorily resolved, the written grievance shall then be presented to the division manager  
2 for investigation, discussion and written reply. The division manager or designee shall make a  
3 written decision available to the aggrieved employee within ten (10) working days after receipt of the  
4 written grievance statement. If the grievance is not pursued to the next higher level within ten (10)  
5 working days following the division manager's or designee's response, it shall be presumed resolved.

6 **Step 3.** If, after thorough evaluation, the decision of the division manager has not  
7 resolved the grievance to the satisfaction of the parties the grievance may be presented in writing to  
8 the department director or his/her designee. All letters, memoranda, and other written materials shall  
9 be made available for the review and consideration of the department director or his/her designee.  
10 The director or designee may interview the employee and/or representative and receive any additional  
11 related evidence which may be deemed pertinent to the grievance. The director or designee shall  
12 make a written decision available within ten (10) working days after submission to Step 3. If the  
13 grievance is not pursued to the next higher level within ten (10) working days after the department  
14 director or designee's response, it shall be presumed resolved.

15 **Step 4.** If, after thorough evaluation, the decision of the department director or  
16 designee has not resolved the grievance to the satisfaction of the employee, the grievance may be  
17 presented to the Manager of the Human Resources Division (HRD), Department of Executive  
18 Services or his/her designee for review. The HRD Manager may request information in addition to  
19 that in the grievance file, and shall determine the scope and method of review. The HRD Manager or  
20 his/her designee shall render a decision within ten (10) working days of his/her receipt of the  
21 grievance file. If the HRD Manager fails to so issue, the Union may proceed to Step 5 of this  
22 grievance procedure.

23 **Step 5.** Either signatory party may request arbitration within thirty (30) calendar days  
24 of the conclusion of Step 4 A request for arbitration must be submitted in writing to the King County  
25 Labor Relations Manager or designee, or to the Union representative if the County requests  
26 arbitration. The arbitration request must specify:

- 27 a) Identification of section(s) of Agreement allegedly violated;
- 28 b) Details or nature of the violation;

- c) Position of party who is referring the grievance to arbitration;
- d) Questions which the arbitrator is being asked to decide; and
- e) Remedy sought.

The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Services or another agency if the parties agree. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

**Section 13.3** The Employer shall not discharge, suspend, nor otherwise discipline a career service employee for other than just cause. Copies of all warning notices, suspensions and discharges shall be forwarded to the Union when issued to the employee.

**Section 13.4** In the event the Employer requires an employee to attend a meeting for purposes of questioning an employee with respect to an incident which may lead to termination of that employee, the employee shall be advised of his/her right to be accompanied by a representative of the Union and if the employee desires Union representation in said matter, he/she shall notify the



1 Employer at that time and shall be provided a reasonable time to arrange for Union representation.

2       **Section 13.5** The parties may extend the above described deadlines in writing by mutual  
3 agreement of the parties.

4       **Section 13.6 Election of Remedies:** An employee who is covered by this Agreement has  
5 access either to the grievance procedure herein, or the grievance procedure contained in the King  
6 County Personnel Guidelines. Selection of one procedure will preclude access to the other to resolve  
7 the grievance. Selection must be made at the conclusion of Step 1 of the procedure set forth in the  
8 Personnel Guidelines or at the conclusion of Step 2 of the grievance procedure in Article 13. The  
9 employee's selection is final.

10       **Section 13.7** If both parties agree, the arbitration may be expedited. If one party desires  
11 expedited arbitration, the other party will not unreasonably withhold its consent. In conducting an  
12 expedited arbitration, the parties shall select an arbitrator and schedule the arbitration for a date no  
13 later than thirty (30) days after the issue is submitted to arbitration. The parties will not submit post-  
14 hearing briefs, and the arbitrator will be asked to issue a bench decision, but in any event will be  
15 required to issue a decision within seven (7) days of the close of the hearing.

16       **Section 13.8** At any step after Step 2 of this procedure, the parties may agree to request the  
17 assistance of a mutually acceptable neutral third party to serve as a mediator. This shall not preclude  
18 either party from submitting the matter to arbitration as specified in Step 5. If no arbitration request  
19 has been submitted prior to mediation, either party may request arbitration within thirty (30) days  
20 after the mediator or one of the parties declares impasse.

21       **Section 13.9** The Union shall not be required to press employee grievances if, in the Union's  
22 opinion, such lack merit. With respect to the processing, disposition and/or settlement of any  
23 grievance, including hearings and final decision of any arbitrator, the Union shall be the exclusive  
24 representative of the employee.

**ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

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

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**ARTICLE 15: 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 or provisions shall remain in full force and effect.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2           **Section 16.1** The Employer and the Union agree that the public interest requires efficient and  
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
6 duties, sick leave absence which is not bona fide, or other interference with County functions by  
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to  
8 end such interference. Any concerted action by any employees in any bargaining unit shall be  
9 deemed a work stoppage if any of the above activities have occurred.

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

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

1 **ARTICLE 17: WAIVER CLAUSE**

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

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

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1 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS**

2       **Section 18.1** Seniority is defined as total length of service with King County, including any  
3 service with the Municipality of Metropolitan Seattle. However, for purposes of layoff, bumping, and  
4 recall, the identification of affected employees shall be made on a case by case basis with seniority as  
5 the primary consideration as well as ability, skill, and experience in the job classification/position.

6       **Section 18.2** A new employee shall be entitled to seniority when such employee has  
7 completed a probationary period of six (6) months with the County. Probation may be extended to  
8 twelve (12) months provided that the employee has been reviewed every two (2) months of  
9 employment and the reason for extension is forwarded to the employee and the Union. Upon  
10 completion of the probationary period, the employee's seniority date shall be the initial date of hire.  
11 Temporary employees and term-limited temporary employees as defined in the King County Code  
12 (KCC 3.12.010) do not obtain seniority until such time as they are hired on a regular full-time or  
13 regular part-time basis.

14       **Section 18.3** Seniority rights shall be forfeited if the employee is discharged for just cause or  
15 if the employee resigns employment with the County, or if the employee is on a leave of absence in  
16 excess of two (2) years in accordance with Article 7, Section 8.

17       **Section 18.4** The County agrees to notify the Union in writing at least six (6) weeks in  
18 advance of any position anticipated to be eliminated. Seniority shall apply at layoffs pursuant to  
19 Section 1 of this Article. Such notice of layoff shall include the name, classification and hire-in date  
20 of all such employees whose positions are scheduled to be eliminated. Prior to laying off any  
21 employees, management shall consider the following options for the impacted employee(s):

22           A. Voluntary layoff

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

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

26       **Section 18.5** The County will endeavor to place in other positions throughout the County  
27 those employees who are laid off.

28       **Section 18.6 Bumping:** Employees who are identified for layoff by actual layoff notice must

1 within fourteen (14) calendar days after such notice notify the County of their intention to bump into  
2 another position within the bargaining unit. The layoff notice will identify the position into which the  
3 employee is entitled to bump. After receiving the layoff notice, employees may displace (bump)  
4 another employee within the employee's layoff group as defined in Section 7 below, if they meet all  
5 of the following criteria:

6           A. The employee to be bumped is the least senior employee in the layoff group of  
7 those employees in the job classification into which the employee elects to bump, and has less  
8 seniority than the employee who elects to bump; and

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

11           C. The employee electing to bump has the skill, ability and experience in the job  
12 classification/position pursuant to Section 1 of this Article.

13           **Section 18.7** For purposes of administering this Article, the following are the layoff groups in  
14 which employees may exercise bumping rights:

15           Layoff groups within the Department of Executive Services:

- 16           • Finance and Business Operations Division;
- 17           • Facilities Management Division;
- 18           • Human Resources Division;
- 19           • Information and Telecommunications Services Division; and
- 20           Records, Elections and Licensing Services Division; and
- 21           Risk Management Office

22           The layoff group is the Department for the following:

- 23           Department of Natural Resources and Parks
- 24           Department of Transportation
- 25           Department of Community and Human Services.

26           **Section 18.8** A regular employee may bump a term-limited temporary employee in a  
27 bargaining unit position within the layoff group, or may accept appointment into a vacant term-  
28 limited position in the bargaining unit, provided the regular employee meets the qualifications of the

1 position. The placement of a regular employee into a term-limited position shall not convert such  
2 position to a regular, career service position; however, at the conclusion of the term-limited  
3 appointment, such regular employee shall be entitled to all benefits of any other regular employee  
4 subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in  
5 the term-limited position.

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

17 The Human Resources Division (HRD) of the Department of Executive Services shall adhere  
18 to the procedures to the County's Workforce Management Plan regarding the placement of laid off  
19 employees to positions within the bargaining unit.



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

**Section 19.1** Prior to the initiation of any open competitive process to fill a vacant bargaining unit position including term-limited temporary positions), the County shall post a notice of the vacancy to all career service members of the bargaining unit. Any non-probationary career service member of the bargaining unit shall be given the opportunity to compete for the vacant position.

**Section 19.1.1** Those employees shall be the first group of candidates to be considered for competitive appointment to the vacancy (non-competitive appointments are listed as A. through C. in Section 1.2 below). The appointment will be made on the basis of qualification, skill, ability, and seniority of those who are in competition for the vacancy. Should none of the bargaining unit career service candidates have the qualification, skill, and ability to perform the job, the vacancy shall then be open to other non-probationary County employees in accordance with the King County Workforce Management Plan.

**Section 19.1.2** Vacant bargaining unit career service positions shall be filled according to the following priority order for appointments:

A. a qualified, career service, bargaining unit member eligible for reassignment within the same job classification for disability accommodation; or a qualified, career service, bargaining unit member on the layoff recall list for the same job classification, as provided in Article 18.9 of this Agreement. When there is a reassignment candidate and a layoff recall candidate available for appointment to the same position, the most senior (as defined in Article 18.1) will have priority.

B. a qualified, career service, bargaining unit member eligible for reassignment for disability accommodation in a different job classification.

C. other qualified King County employee eligible for reassignment for disability accommodation.

D. competitive bargaining unit candidates who are non-probationary career service employees;

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

F. open competitive candidates.

1           **Section 19.2** Promoted employees who do not successfully complete their probationary  
2 period in the new position shall have the right to return to the job previously held if still vacant and  
3 available. If the position previously held is not available, the County will make a good faith effort to  
4 place the employee in an equivalent bargaining unit position for which the employee is qualified. If  
5 no such position is available, the employee may elect to be placed on the recall list for the former  
6 classification, as provided in Article 18.8 of this Agreement.

7           **Section 19.3** Promoted employees who do not successfully complete their probationary  
8 period in the new position shall have the right to return to the job previously held if still vacant and  
9 available. If the position the employee previously held is not available, the County will make a good  
10 faith effort to place the employee in an equivalent position in the bargaining unit for which the  
11 employee is qualified. If no such position is available, the employee may elect to be placed on the  
12 recall list for the former classification, as provided in Article 18.9 of this Agreement.

13           **Section 19.4** It shall be the right of Management to make the determination of employee  
14 qualification, skill, and ability called for in this Article and Article 18, and such determination shall  
15 be made on a reasonable basis.

1 **ARTICLE 20: DURATION**

2 This Agreement and each of its provisions shall be in full force and effect when ratified by the  
3 parties, unless a different effective date is specified, and covers the period of January 1, 2002, through  
4 December 31, 2004. Written notice to begin negotiations for a successor to this Agreement shall be  
5 served by either party upon the other at least sixty (60) days prior to the expiration date.  
6  
7  
8  
9

10 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2002

11  
12  
13  
14 By \_\_\_\_\_  
15 King County Executive  
16  
17  
18  
19

20 \_\_\_\_\_  
21 John A. Williams  
22 Secretary-Treasurer  
23 Teamsters, Local 117  
24  
25  
26  
27  
28

International Brotherhood of Teamsters Local 117  
 Administrative Support Services Occupational Group  
 2002 Wage Addendum

14474

Job Class #	Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
8385	Administrative Office Assistant	29	\$12.2032	\$12.7951	\$13.1022	\$13.4167	\$13.7387	\$14.0684	\$14.4060	\$14.7517	\$15.1057	\$15.4682
8386	Administrative Specialist I	33	\$13.4176	\$14.0684	\$14.4060	\$14.7517	\$15.1057	\$15.4682	\$15.8394	\$16.2195	\$16.6088	\$17.0074
8387	Administrative Specialist II	37	\$14.7529	\$15.4684	\$15.8396	\$16.2198	\$16.6091	\$17.0077	\$17.4159	\$17.8339	\$18.2619	\$18.7002
8388	Administrative Specialist III	41	\$16.2211	\$17.0078	\$17.4160	\$17.8340	\$18.2620	\$18.7003	\$19.1491	\$19.6087	\$20.0793	\$20.5612
8389	Administrative Specialist IV	46	\$18.2632	\$19.1490	\$19.6086	\$20.0792	\$20.5611	\$21.0546	\$21.5599	\$22.0773	\$22.6072	\$23.1498
8401	Customer Services Specialist I	32	\$13.1031	\$13.7386	\$14.0683	\$14.4059	\$14.7516	\$15.1056	\$15.4681	\$15.8393	\$16.2194	\$16.6087
8402	Customer Services Specialist II	36	\$14.4071	\$15.1058	\$15.4683	\$15.8395	\$16.2196	\$16.6089	\$17.0075	\$17.4157	\$17.8337	\$18.2617
8403	Customer Services Specialist III	40	\$15.8409	\$16.6092	\$17.0078	\$17.4160	\$17.8340	\$18.2620	\$18.7003	\$19.1491	\$19.6087	\$20.0793
8404	Customer Services Specialist IV	45	\$17.8352	\$18.7002	\$19.1490	\$19.6086	\$20.0792	\$20.5611	\$21.0546	\$21.5599	\$22.0773	\$22.6072
8378	Fiscal Specialist I	34	\$13.7396	\$14.4060	\$14.7517	\$15.1057	\$15.4682	\$15.8394	\$16.2195	\$16.6088	\$17.0074	\$17.4156
8379	Fiscal Specialist II	38	\$15.1070	\$15.8397	\$16.2199	\$16.6092	\$17.0078	\$17.4160	\$17.8340	\$18.2620	\$18.7003	\$19.1491
8380	Fiscal Specialist III	42	\$16.6104	\$17.4160	\$17.8340	\$18.2620	\$18.7003	\$19.1491	\$19.6087	\$20.0793	\$20.5612	\$21.0547
8381	Fiscal Specialist IV	47	\$18.7015	\$19.6085	\$20.0791	\$20.5610	\$21.0545	\$21.5598	\$22.0772	\$22.6071	\$23.1497	\$23.7053
8405	Technical Information Processing Specialist I	32	\$13.1031	\$13.7386	\$14.0683	\$14.4059	\$14.7516	\$15.1056	\$15.4681	\$15.8393	\$16.2194	\$16.6087
8406	Technical Information Processing Specialist II	36	\$14.4071	\$15.1058	\$15.4683	\$15.8395	\$16.2196	\$16.6089	\$17.0075	\$17.4157	\$17.8337	\$18.2617
8407	Technical Information Processing Specialist III	40	\$15.8409	\$16.6092	\$17.0078	\$17.4160	\$17.8340	\$18.2620	\$18.7003	\$19.1491	\$19.6087	\$20.0793
8408	Technical Information Processing Specialist IV	45	\$17.8352	\$18.7002	\$19.1490	\$19.6086	\$20.0792	\$20.5611	\$21.0546	\$21.5599	\$22.0773	\$22.6072

Attachment B  
 2002 435

Rates of Pay for 2003 and 2004 will be determined in accordance with Article 8 Section 8.2

**Addendum A**  
**International Brotherhood of Teamsters Local 117**  
**Administrative Support Services Occupational Group**  
**2002 Wage Addendum**  
**Department of Executive Services**

**14424**

*Human Resources Division*

Class Code	Classification	Pay Range
8385	Administrative Office Assistant	29
8386	Administrative Specialist I	33
8387	Administrative Specialist II	37
8388	Administrative Specialist III	41
8378	Fiscal Specialist I	34
8379	Fiscal Specialist II	38
8401	Customer Services Specialist I	32
8402	Customer Services Specialist II	36

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*Finance and Business Operations Division*

Job Code #	Job Title	Range
8386	Administrative Specialist I	33
8387	Administrative Specialist II	37
8388	Administrative Specialist III	41
8389	Administrative Specialist IV	46
8378	Fiscal Specialist I	34
8379	Fiscal Specialist II	38
8380	Fiscal Specialist III	42
8381	Fiscal Specialist IV	47
8401	Customer Services Specialist I	32
8402	Customer Services Specialist II	36
8405	Technical Information Processing Specialist I	32
8406	Technical Information Processing Specialist II	36
8407	Technical Information Processing Specialist III	40
8408	Technical Information Processing Specialist IV	45

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International Brotherhood of Teamsters Local 117  
 Administrative Support Services Occupational Group  
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 Department of Community and Human Services

**14474**

*Mental Health, Chemical Abuse and Dependency Services Division*

Job Code #	Job Title	Range
8385	Administrative Office Assistant	29
8386	Administrative Specialist I	33
8387	Administrative Specialist II	37

International Brotherhood of Teamsters Local 117  
 Administrative Support Services Occupational Group  
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 Department of Transportation

**14474**

*Airport, Road Services and Fleet Administration Divisions*

Job Code #	Job Title	Range
8385	Administrative Office Assistant	29
8386	Administrative Specialist I	33
8387	Administrative Specialist II	37
8388	Administrative Specialist III	41
8389	Administrative Specialist IV	46
8378	Fiscal Specialist I	34
8379	Fiscal Specialist II	38
8380	Fiscal Specialist III	42
8381	Fiscal Specialist IV	47
8402	Customer Services Specialist II	36
8403	Customer Services Specialist III	40
8405	Technical Information Processing Specialist I	32
8406	Technical Information Processing Specialist II	36
8407	Technical Information Processing Specialist III	40

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**14474**

*Facilities Management Division*

Job Code #	Job Title	Range
8386	Administrative Specialist I	33
8387	Administrative Specialist II	37
8388	Administrative Specialist III	41
8389	Administrative Specialist IV	46
8378	Fiscal Specialist I	34
8379	Fiscal Specialist II	38
8380	Fiscal Specialist III	42
8405	Technical Information Processing Specialist I	32
8406	Technical Information Processing Specialist II	36
8407	Technical Information Processing Specialist III	40

International Brotherhood of Teamsters Local 117  
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 Department of Natural Resources and Parks

14474

*Solid Waste and Water and Land Resources Division*

Job Code #	Job Title	Range
8385	Administrative Office Assistant	29
8386	Administrative Specialist I	33
8387	Administrative Specialist II	37
8388	Administrative Specialist III	41
8378	Fiscal Specialist I	34
8379	Fiscal Specialist II	38
8380	Fiscal Specialist III	42
8381	Fiscal Specialist IV	47
8405	Technical Information Processing Specialist I	32
8406	Technical Information Processing Specialist II	36
8407	Technical Information Processing Specialist III	40

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Addendum A

International Brotherhood of Teamsters Local 117  
Administrative Support Services Occupational Group  
2002 Wage Addendum  
Department of Executive Services

14474

*Records, Elections, and Licensing Services Division*

Job Code #	Job Title	Range
8385	Administrative Office Assistant	29
8386	Administrative Specialist I	33
8387	Administrative Specialist II	37
8388	Administrative Specialist III	41
8389	Administrative Specialist IV	46
8378	Fiscal Specialist I	34
8379	Fiscal Specialist II	38
8380	Fiscal Specialist III	42
8401	Customer Services Specialist I	32
8402	Customer Services Specialist II	36
8403	Customer Services Specialist III	40
8404	Customer Services Specialist IV	45
8405	Technical Information Processing Specialist I	32
8406	Technical Information Processing Specialist II	36
8407	Technical Information Processing Specialist III	40

International Brotherhood of Teamsters Local 117  
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14474

*Information and Telecommunications Services Division*

Job Code #	Job Title	Range
8405	Technical Information Processing Specialist I	32
8406	Technical Information Processing Specialist II	36
8407	Technical Information Processing Specialist III	40
8408	Technical Information Processing Specialist IV	45