

**13653**

09/29/1999

Maggi Fimia  
Larry Phillips  
Greg Nickels  
Brian Derdowski

Introduced By:

15000199  
Clerk 09/30/99

Proposed No.:

**1999-0567**

ORDINANCE NO. **13653**

AN ORDINANCE approving and adopting the collective bargaining agreement and three memoranda of agreement negotiated by and between King County and Teamsters, Local 117 (Professional/Technical), representing employees in the departments of construction and facilities management, finance, information and administrative services and natural resources and the office of human resources management; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement and three memoranda of agreement negotiated between King County and Teamsters, Local 117 (Professional/Technical) representing employees in the departments of construction and facilities management, finance, information and administrative services and natural resources and the office of human resources management and attached hereto is hereby approved and adopted by this reference made a part hereof.

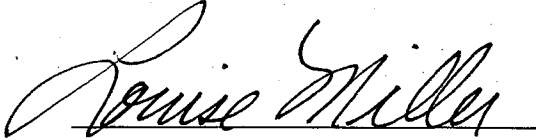
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SECTION 2. Terms and conditions of said agreement shall be effective from  
January 1, 1999, through and including December 31, 2001.

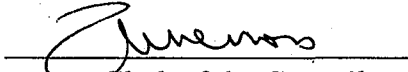
INTRODUCED AND READ for the first time this 4th day of October, 1999.

PASSED by a vote of 11 to 0 this 11th day of October, 1999.

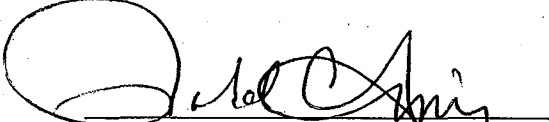
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

APPROVED this 15 day of October, 1999

  
King County Executive

Attachments: Collective bargaining agreement and three memoranda of agreement

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**AGREEMENT**  
**By and Between**  
**King County**  
**And**  
**Teamsters Local Union No. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**  
**Professional & Technical Employees**  
**Term of Agreement**  
**January 1, 1999 - December 31, 2001**

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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2       **Section 1.** The County recognizes the Union as the exclusive collective bargaining  
3 representative of all employees whose job classifications are listed in the attached Addendum A and  
4 made a part hereof by this reference.

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

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

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

24       **Section 3.** The County shall not contract out work which the members of the Union have  
25 historically performed unless it is required by law or is a business necessity due to an emergency  
26 situation or to augment the workforce on a short-term, temporary basis. Except for emergency  
27 situations, the County shall provide notice to the Union of its intent to contract out and, upon request,  
28 bargain the decision and/or effects of that decision. Except as provided herein, under no

1 circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit  
2 work. Nothing in this provision shall limit what the County has historically contracted out, and no  
3 jobs will be eliminated due to contracting out.

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

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

13 **Section 5.** The County will require all new employees hired, transferred, or promoted into a  
14 position included in the bargaining unit to complete a form to inform the Union of their hire. One  
15 copy of the form will be retained by County payroll, one copy of the form will be given to the  
16 employee and the original will be sent to the Union. The County will notify the Union of any  
17 employee leaving the bargaining unit.

18 **Section 6.** The County will transmit to the Union a current listing of all employees in the  
19 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per  
20 calendar year. For all employees performing bargaining unit work, the list shall include the name of  
21 the employee, classification, home address, department and salary.

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

1 ARTICLE 3: RIGHTS OF MANAGEMENT

2           **Section 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 2.** The County shall have the right to discipline and discharge for just cause, the right  
6 to layoff employees for lack of work or funds; or for the occurrence of conditions beyond the control  
7 of the County; or when such continuation of work would be wasteful and unproductive. The County  
8 shall further have the right to hire, appoint, promote, train, assign and direct the workforce; develop  
9 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.

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**ARTICLE 4: HOLIDAYS**

**Section 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. The King County Code provides as follows:

a) Regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with pay:

New Year's Day	January 1 <sup>st</sup>
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 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 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.



1           **Section 4.** In addition to the aforementioned holiday benefits provided in King County Code  
2 3.12.230, this Labor Agreement shall provide for the following:

3           a) Holidays paid for but not worked shall be recognized as time worked for the  
4 purpose of determining weekly overtime.

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

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

10           d) Holiday pay shall be based on the number of hours the employee would normally  
11 have worked on the day the holiday occurs. Employees on flex or alternative work schedules shall be  
12 allowed to adjust their schedules during a holiday week so as to be eligible for holiday pay and part-  
13 time regular employees shall receive pro rated holiday pay based on their normal hours of work per  
14 week divided by five (5). Employees on alternative work schedules/flextime (working four days in  
15 five, or nine days in ten) who take holiday time off in excess of the 7 or 8 hours of holiday provided  
16 shall make up the difference using accrued vacation time.

1 **ARTICLE 5: VACATIONS**

2 **Section 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. The King County Code provides  
6 as follows:

7 a) Regular, probationary, provisional and term-limited temporary employees shall  
8 accrue vacation leave for each hour in regular pay status exclusive of overtime as described in the  
9 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

27 b) Employees eligible for leave shall accrue vacation leave from their date of hire in a  
28 leave eligible position.

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

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

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

12           f) No employee eligible for leave shall work for compensation for the County in any  
13 capacity during the time that the employee is on vacation leave.

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

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

23           **Section 2.** In addition to the aforementioned vacation benefits provided in King County Code  
24 3.12.190, this Labor Agreement shall provide for the following:

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

27           b) Employees eligible for leave may accrue up to sixty (60) days vacation pro rated to  
28 reflect their normally scheduled work day. Leave eligible employees shall use vacation leave beyond

1 the maximum accrual amount prior to December 31 of each year. Employees may continue to accrue  
2 additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or work  
3 assignments, accrued vacation will be lost.

4 Employees who leave King County employment for any reason will be paid for their unused  
5 vacation up to the maximum specified herein. Employees shall forfeit the excess accrual prior to  
6 December 31st of each year.

7 c) The Manager shall be responsible for establishing a vacation schedule that  
8 maximizes employee vacation opportunities while achieving the efficient functioning of the unit.

**ARTICLE 6: SICK LEAVE**

**Section 1.** Employees covered by this Labor Agreement shall be eligible for sick leave benefits as provided by King County Code 3.12.220. 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. The King County Code provides as follows:

**Section 2.** Regular, provisional, probationary and term-limited temporary employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status excluding overtime up to a maximum of eight (8) hours per month. Sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned. If the County adopts a payroll system that allows sick leave accruals to begin the first day of employment, such change shall become effective immediately.

**Section 3.** During the first six (6) months of service in a leave eligible position, employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

**Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

**Section 5.** Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for non disciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, be separated for non-disciplinary medical reasons or be laid off and return to County employment within two years, accrued sick leave shall be restored; provided, that such restoration shall not apply where the former employment was in a term-limited position.

**Section 6.** Employees eligible to accrue leave and who have successfully completed at least

1 five years of County service and who retire as a result of length of service or who terminate by reason  
2 of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an  
3 amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the  
4 employee's rate of pay in effect upon the date of leaving County employment less mandatory  
5 withholdings.

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

14 **Section 8.** Accrued sick leave shall be used for the following reasons:

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

18 b) The employee's incapacitating injury, provided that:

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

23 c) An employee who chooses to augment worker's compensation payments with the  
24 use of accrued sick leave shall notify the worker's compensation office in writing at the beginning of  
25 the leave;

26 d) Exposure to contagious diseases and resulting quarantine.

27 e) A female employee's temporary disability caused by or contributed to by  
28 pregnancy and childbirth.

1 f) The employee's medical, ocular or dental appointments, provided that the  
2 employee's supervisor has approved the scheduling of sick leave for such appointments.

3 g) To care for the employees child if the child has an illness or health condition which  
4 requires treatment or supervision from the employee;

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

7 i) To care for other family members, if:

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

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

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

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

18 B. the care of the employee's child or child of the employee's spouse  
19 or domestic partner whose illness or health condition requires treatment or supervision by the  
20 employee; or

21 C. Care of a family member who suffers from a serious health  
22 condition.

23 **Section 9.** An employee may take a total of up to eighteen weeks unpaid leave for his or her  
24 own serious health condition, and for family reasons as provided in Sections 8.g and 8.i combined,  
25 within a twelve month period. The leave may be continuous, which is consecutive days or weeks, or  
26 intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the  
27 following conditions:

28 a) When leave is taken after the birth or placement of a child for adoption or foster

1 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by  
2 the employee's appointing authority.

3           b) An employee make take leave intermittently or on a reduced schedule when  
4 medically necessary due to a serious health condition of the employee or family member of the  
5 employee; and

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

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

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

15           **Section 12.** An employee who returns from unpaid family or medical leave within the time  
16 provided in this Article is entitled, subject to bona fide layoff provisions, to:

- 17           a) the same position he or she held when the leave commenced; or  
18           b) a position with equivalent status, benefits, pay and other terms and conditions of  
19 employment; and  
20           c) the same seniority accrued before the date on which the leave commenced.

21           **Section 13.** Failure to return to work by the expiration date of the leave of absence may be  
22 cause for removal and result in termination of the employee from County service.

23           **Section 14.** In addition to the aforementioned sick leave benefits provided in King County  
24 Code 3.12.220, this Labor Agreement shall provide for the following:

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

27           b) Overtime eligible employees may use sick leave in one-quarter (1/4) hour  
28 increments, at the discretion of the manager/designee.



1 **ARTICLE 7: PAID LEAVES**

2 **Section 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. The King County Code provides as follows:

7 **Section 2. Bereavement Leave (KCC 3.12.210):**

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

10 b) Employees eligible for leaves who have exhausted their bereavement leave, shall  
11 be entitled to use sick leave in the amount of three (3) days for each instance of death when death  
12 occurs 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, spouse, domestic partner, grandparent, parent, child,  
19 sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or employee's  
20 domestic partner, and any person whose financial or physical care the employee is principally  
21 responsible.

22 **Section 3. Organ Donor Leave (KCC 3.12.215):**

23 1. The appointing authority shall allow employees eligible for family leave, sick  
24 leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in  
25 life-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  
3 is 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 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 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 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  
27 her regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage,  
28 with the Department of Finance. Employees shall report back to their work supervisor when

1 dismissed from jury service.

2 ***Section 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,  
5 that a request for such leave shall be submitted to the appointing authority in writing by the employee  
6 and accompanied by a validated copy of military orders ordering such active duty or active training  
7 duty.

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

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

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

16 ***c) Leaves specified in a) and b) above shall not be unduly denied.***

1 **ARTICLE 8. WAGE RATES**

2 *This Article to be negotiated in King County Professional & Technical Coalition*  
3 *bargaining. The following sections have been negotiated in the primary bargaining sessions.*

4 ***Section 1. New Employees***

5 New employees shall be hired at Step 1 of their respective pay range or at a higher Step at  
6 management's discretion and advanced to the next Step after completion of a six (6) month period.  
7 Advancement to the next Step upon successful completion of an extended probationary period shall  
8 be made retroactive to the start of the seventh (7th) month of employment.

9 ***Section 2. Annual Step Increase***

10 Employees shall automatically advance to the next salary step annually on January 1, except  
11 for employees in their first six (6) months, who shall advance from their entrance step to the step  
12 increment granted upon completion of their first six (6) months, and annually on January 1 thereafter.

13 Members of bargaining units eligible to receive merit increases in 1998 shall receive 1999  
14 step increases as provided in the King County Merit Pay Plan effective January 1, 1999.

15 ***Section 3. Work Out of Class***

16 In the event an employee is assigned, in writing, to perform duties of a higher classification,  
17 he/she shall be paid for all time so assigned in excess of one (1) day at the pay step of the higher  
18 classification which provides for a step that would constitute at least five percent (5%) increase over  
19 the rate of pay being received by the employee prior to the assignment.

20 ***Section 4. Shift Differential***

21 A shift differential of \$0.75 per hour shall apply to employees who work a regularly  
22 scheduled second shift or a regularly scheduled third shift. Employees will not receive this  
23 differential for those hours for which they receive overtime pay. Employees working alternative  
24 work schedules such as referenced in Article 10, Section 2, are not eligible for shift differential unless  
25 their normal schedule is second or third shift.

26 ***Section 5. Cost of Living Adjustment***

27 a) The parties agree that bargaining unit members shall receive a 2% cost of living  
28 increase effective January 1, 1999, consistent with the squared 1999 salary schedule provided that a

1 cost of living increase has not previously been provided to such bargaining unit members.

2           **b)** Effective January 1, 2000, the salary in effect on December 31, 1999, for each  
3 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
4 Cities, September to September Index. In no event shall such increase be less than a minimum of two  
5 percent (2%) of the salary in effect on December 31, 1999, for each employee in the bargaining unit  
6 nor greater than a maximum of six percent (6%). Should King County adopt a policy implementing a  
7 new CPI Index impacting non-interest arbitration eligible employees, the Union shall be advised of  
8 such revision, and if after bargaining regarding the revision, the Union wishes to adopt such revision,  
9 it shall become part of the Labor Agreement.

10           **c)** Effective January 1, 2001, the salary in effect on December 31, 2000, for each  
11 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
12 Cities, September to September Index. In no event shall such increase be less than a minimum of two  
13 percent (2%) of the salary in effect on December 31, 2000, for each employee in the bargaining unit  
14 nor greater than a maximum of six percent (6%). Should King County adopt a policy implementing a  
15 new CPI Index impacting non-interest arbitration eligible employees, the Union shall be advised of  
16 such revision, and if after bargaining regarding the revision, the Union wishes to adopt such revision,  
17 it shall become part of the Labor Agreement.

**ARTICLE 9: OVERTIME**

**Section 1.** All work performed over forty (40) hours in any one (1) week or over eight (8) hours in one (1) day shall be considered as overtime, except that employees working alternative work schedules shall receive overtime after forty (40) hours worked per week, but shall not receive overtime pay after eight (8) hours in one day.

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

**Section 3.** All overtime shall be authorized in advance by the division manager or the employee's supervisor, except in emergencies. With respect to emergency situations, the employee shall make every reasonable effort to contact a supervisor prior to engaging in the work. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual.

**Section 4.** If any provision of this article conflicts with minimum standards established by Federal or State law, then that provision shall be automatically amended to provide the minimum standards.

**Section 5. Standby Pay.** An overtime eligible employee assigned in writing standby status shall receive 10% of the employees base hourly rate of pay for each hour on standby.

1 **ARTICLE 10: HOURS OF WORK**

2 **Section 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 2.** Generally, the working hours of each day shift shall be between 7:00 a.m. and 6:00  
12 p.m. unless the operational needs of the department or of the particular assignment dictate otherwise,  
13 or unless adjusted to accommodate alternative work schedules/flex time schedule which may be  
14 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 3.** Where the County and the Union on behalf of an employee are mutually agreeable  
21 to a telecommuting arrangement, the parties shall meet and document the terms of such agreement.

22 **Section 4.** Employees covered by this Agreement shall be provided with two paid, 15-minute  
23 rest periods during each half of their regularly scheduled workday.

24 **Section 5.** Employees covered by this Agreement shall be provided with an unpaid meal time  
25 which shall not exceed one (1) hour.



1 ARTICLE 11: MEDICAL, DENTAL & LIFE INSURANCE

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

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1 **ARTICLE 12: MISCELLANEOUS**

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

4 *Section 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  
6 Council.

7 *Section 3.* The employer agrees to permit the Union shop stewards and business  
8 representatives to post on County bulletin boards the announcement of meetings, election of officers,  
9 and any other Union material, providing there is sufficient space, beyond what is required by the  
10 County for "normal" business operations.

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

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

21 *Section 5.* The County agrees to comply with all applicable Federal, State and local laws and  
22 regulations regarding health and safety. In the event an employee discovers or identifies an unsafe  
23 condition, the employee will immediately notify the supervisor. Employees will not be disciplined  
24 for reporting unsafe conditions. If the Employer determines that there is an unsafe condition, it will  
25 be remedied immediately. No employee shall be required to use equipment which is not in a safe  
26 condition, or to work in an unsafe environment.

27 *Section 6.* The County agrees to maintain the current bus pass benefit for eligible employees  
28 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 1. Definition:***

Grievance - An issue raised by a party to this Agreement relating to the interpretation of rights, benefits, or conditions of employment as contained in this Agreement, except that verbal or written reprimands and grievances under Article 14 (EEO) are not subject to Step 5 of the grievance procedure.

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 2. Procedure:***

**Step 1.** A grievance shall be verbally presented by the aggrieved employee and representative, if the employee wishes, within twenty (20) working days of the occurrence of such grievance to the employee's immediate supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify 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 not been satisfactorily resolved, the employee and representative shall reduce the grievance to writing, outlining the facts as they are understood. The written grievance shall then be presented to the division manager for investigation, discussion and written reply. The division manager shall make a written decision available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher level within ten (10) working days following the division

1 manager's response, it shall be presumed resolved.

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

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

18 **Step 5.** Either signatory party may request arbitration within thirty (30) calendar days  
19 of the conclusion of Step 4. A request for arbitration must specify:

- 20 a) Identification of section(s) of Agreement allegedly violated;  
21 b) Details or nature of the violation;  
22 c) Position of party who is referring the grievance to arbitration;  
23 d) Questions which the arbitrator is being asked to decide; and  
24 e) Remedy sought.

25 The parties shall then select a third disinterested party to serve as an arbitrator. In the event  
26 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a  
27 panel of seven arbitrators furnished by the Federal Mediation and Conciliation Services or another  
28 agency if the parties agree. The arbitrator will be selected from the list by both the County

1 representative and the Union, each alternately striking a name from the list until only one name  
2 remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator  
3 shall be final and binding on both parties.

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

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

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

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

14 **Section 3.** The Employer shall not discharge, suspend, nor otherwise discipline a career  
15 service employee for other than just cause. Copies of all warning notices, suspensions and discharges  
16 shall be forwarded to the Union when issued to the employee.

17 **Section 4.** In the event the Employer requires an employee to attend a meeting for purposes  
18 of questioning an employee with respect to an incident which may lead to termination of that  
19 employee, the employee shall be advised of his/her right to be accompanied by a representative of the  
20 Union and if the employee desires Union representation in said matter, he/she shall notify the  
21 Employer at that time and shall be provided a reasonable time to arrange for Union representation.

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

24 **Section 6. Election of Remedies:** If employees have access to multiple procedures for  
25 adjudicating grievances, then selection by the employee of one procedure will preclude access to the  
26 other procedures. Selection is to be made no later than at the conclusion of Step 2 of the grievance  
27 procedure in Article 13.

28 **Section 7.** If both parties agree, the arbitration may be expedited. If one party desires

1 expedited arbitration, the other party will not unreasonably withhold its consent. In conducting an  
2 expedited arbitration, the parties shall select an arbitrator and schedule the arbitration for a date no  
3 later than thirty (30) days after the issue is submitted to arbitration. The parties will not submit post-  
4 hearing briefs, and the arbitrator will be asked to issue a bench decision, but in any event will be  
5 required to issue a decision within seven (7) days of the close of the hearing.

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

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1 ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

2       The County and the Union shall not unlawfully discriminate against any individual employees  
3 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,  
4 sex, religion, national origin, religious belief, marital status, age, sexual orientation, political  
5 ideology, ancestry or disability. Allegations of unlawful discrimination shall not be a proper subject  
6 for the grievance arbitration procedure herein, but may instead be filed by an employee's complaint  
7 pursuant to the procedures outlined in the King County Sexual Harassment Policy, and if not  
8 resolved, with the appropriate human rights agency.

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1 **ARTICLE 15: SAVINGS CLAUSE**

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



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

**Section 1.** The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County 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 stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with 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 any 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 Union employees to cease engaging in such a work stoppage.

**Section 3.** Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without leave. The County may consider such absence a resignation. Such employees are also subject to discharge, suspension, or other 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 REQUIRES**

2 **Section 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,  
4 and recall, the identification of affected employees shall be made on a case by case basis with  
5 seniority as the primary consideration as well as ability, skill, and experience in the job  
6 classification/position.

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

14 **Section 3.** Seniority rights shall be forfeited if the employee is discharged for just cause or if  
15 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 4.** The County agrees to notify the Union in writing at least six (6) weeks in advance  
18 of any position anticipated to be eliminated. Seniority shall apply at layoffs pursuant to Section 1 of  
19 this Article. Such notice of layoff shall include the name, classification and hire-in date of all such  
20 employees whose positions are scheduled to be eliminated. Prior to laying off any employees,  
21 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 5.** The County will endeavor to place in other positions throughout the County those  
27 employees who are laid off.

28 **Section 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 in the Department within the bargaining unit if they meet all of the following  
3 criteria:

- 4           a) The employee to be bumped has less seniority than the employee who elects to  
5 bump; and  
6           b) The employee to be bumped is at a pay range equal to or lower than the employee  
7 who elects to bump; and  
8           c) The employee electing to bump has the skill ability and experience in the job  
9 classification/position pursuant to Section 1 of this Article.

10           **Section 7. Recall:** All bargaining unit employees who are laid off shall be placed on a  
11 bargaining unit recall list. Recall shall be by seniority pursuant to Section 1 of this Article. A laid off  
12 employee may be involuntarily removed from the recall list after the expiration of two (2) years from  
13 the date of layoff, or if the employee does not accept re-employment within the bargaining unit in a  
14 similar position/job classification, except for bona fide reasons.

15           The Office of Human Resources Management (OHRM) shall adhere to the procedures to the  
16 County's Workforce Management Plan regarding the placement of laid off employees to positions  
17 within the bargaining unit.

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

**Section 1.** Prior to the initiation of any open competitive process to fill a vacant bargaining unit position, the County shall post a notice of the vacancy to all members of the bargaining unit. Any non-probationary member of the bargaining unit shall be given the opportunity to compete for the vacant position.

**Section 2.** Those employees shall be the first group of candidates to be considered for appointment to the vacancy. 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 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 Procedures.

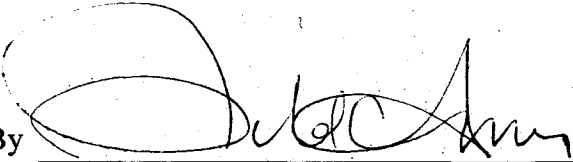
**Section 3.** Promoted employees who do not successfully complete their probationary period in the new position shall have the right to return to the job previously held if still vacant.

**Section 4.** It shall be the right of Management to make the determination of employee qualification, skill, and ability called for in this Article and such determination shall 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 and covers the  
3 period of January 1, 1999, through December 31, 2001. Written notice to begin negotiations for a  
4 successor to this Agreement shall be served by either party upon the other at least sixty (60) days  
5 prior to the expiration date.

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9 APPROVED this 29 day of September, 1999

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13 By 

14 King County Executive

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19 John A. Williams 9-24-99  
20 John A. Williams  
21 Secretary-Treasurer  
22 Teamsters, Local 117

**TEAMSTERS, LOCAL 117  
PROFESSIONAL AND TECHNICAL UNIT  
1999 Wage Addendum**

**Department of Natural Resources**

***Solid Waste Division***

<b>Class Code</b>	<b>Classification</b>	<b>Pay Range</b>
0316	Administrative Services Officer I	50*
0317	Administrative Services Officer II	55
0318	Administrative Services Officer III	61
0631	Program Analyst I	47*
0632	Program Analyst II	52
0633	Program Analyst III	57
0706	Program Coordinator	53

\* Note: Not FLSA Exempt

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**TEAMSTERS, LOCAL 117  
PROFESSIONAL AND TECHNICAL UNIT  
1999 Wage Addendum**

**Department of Finance**

*Financial Management Division, Financial Accounting Section*

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

*Accounts Receivable Section*

Class Code	Classification	Pay Range
1712	Accountant	49

*Treasury Division Property Tax Section*

Class Code	Classification	Pay Range
0325	Revenue Officer I	44
0326	Revenue Officer II	46

*Procurement Services Division*

Class Code	Classification	Pay Range
0209	Contract Specialist	48
0211	Buyer	45
550200	Buyer (METRO)	METRO 17
0212	Senior Buyer	51
551000	Senior Buyer (METRO)	METRO 19
0214	Procurement Coordinator	51
	Assistant Buyer	31
550300	Assistant Buyer (METRO)	METRO 14*
0631	Program Analyst I	47
0632	Program Analyst II	52

\* Note: Not FLSA Exempt



**TEAMSTERS, LOCAL 117  
PROFESSIONAL AND TECHNICAL UNIT  
1999 Wage Addendum**

**Office of Human Resources Management**

*Personnel Services Division*

Class Code	Classification	Pay Range
0600	Human Resource Program Spec.	52
0621	Personnel Analyst I	47
0622	Personnel Analyst II	54
0623	Personnel Analyst III	61
0632	Program Analyst II	52
0633	Program Analyst III	57
0642	Personnel Technician	42
0738	Disability Coordinator	54
0739	Recruiting Specialist	52
0744	Civil Rights Specialist	48
0759	Labor Standards Specialist	52
0735	Employment Specialist	42
631100	Compensation Analyst	METRO 21

*Benefits and Well-Being Division*

Class Code	Classification	Pay Range
0688	Wellness Coordinator	52
0753	Benefits Technician	42
0755	Benefits Analyst	52
4164	EAP Coordinator	50
270000	Transit Planner III	METRO 22
270300	Capital Projects Coord.	METRO 22
633900	Employee Involvement Coord.	METRO 18
0633	Program Analyst III	57
0014	Benefits Specialist	36
632100	Benefits Assistant	METRO 15

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**TEAMSTERS, LOCAL 117  
PROFESSIONAL AND TECHNICAL UNIT  
1999 Wage Addendum**

***Safety and Claims Management***

Class Code	Classification	Pay Range
0603	Safety Training Specialist	54
0647	Safety and Health Officer	54
0702	Claims Officer	52
0760	Industrial Hygienist	55
2215	Fire Extinguisher Specialist	35
272600	Data Coordinator	METRO 15
550600	Workers' Comp Specialist	METRO 15

***Training and Organization Development Division***

Class Code	Classification	Pay Range
631500	Training Specialist	METRO 21
631400	Training Coordinator	METRO 52

***Technology***

Class Code	Classification	Pay Range
0128*	Programmer Analyst II	54
53278	Computer Program Administrator	METRO 21
55723	Comp. Data Mgmt. Tech.	METRO 10

\* This classification includes two former positions; Info. Systems Analyst II, and PC/LAN Administrator

***Diversity Management Division***

Class Code	Classification	Pay Range
370300	Disability Services Specialist	METRO 21
631300	EEO Analyst	METRO 21
634100	EEO Coordinator	METRO 18
0738.	Disability Coordinator	54

**TEAMSTERS, LOCAL 117  
PROFESSIONAL AND TECHNICAL UNIT  
1999 Wage Addendum**

**Department of Construction and Facility Management**

*Property Services*

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

\* Exempt from Article 8 of the Collective Bargaining Agreement

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**TEAMSTERS, LOCAL 117  
PROFESSIONAL AND TECHNICAL UNIT  
1999 Wage Addendum**

**Department of Information & Administrative Services**

*Information and Telecommunications Services, System Services*

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

MEMORANDUM OF AGREEMENT

By and Between

KING COUNTY

And

TEAMSTERS LOCAL UNION NO. 117

Affiliated with the International Brotherhood of Teamsters


**RE: King County Professional & Technical Labor Agreement and  
King County Administrative Support Labor Agreement  
Non-Career Service (Term-Limited Temporary) Employees**

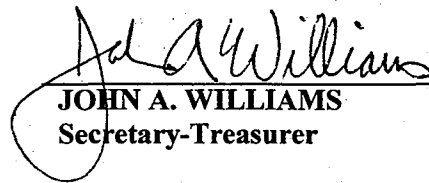
The attached Labor Agreement contains references to non-career service term-limited temporary employees who are nevertheless covered by this Agreement. These term-limited temporary employees do not have career service rights and therefore are unable to fully utilize certain contractual provisions such as seniority, promotion, and just cause protection.

However, the parties agree, by this Memorandum of Agreement, to provide such term-limited temporary employees due consideration in the application and administration of career service rules. For example, while the just cause standard afforded to career service employees does not apply, progressive discipline shall be followed in the discipline of non-career service term-limited temporary employees with the understanding that Article 13, Section 1 of the Labor Agreement prohibits the filing of employment termination grievances. In addition, whereas attaining gainful career service positions under this contract requires a competitive hiring process, non-career service term-limited temporary employees under this Agreement shall be afforded ample notice, opportunity, and assistance should they seek to attain a career service position. Furthermore, should a term-limited temporary employee covered by this Memorandum of Agreement achieve career service status under this Agreement, the parties shall meet and negotiate the applicability of certain provisions such as vacation accrual, holiday eligibility, etc. to be provided to the employee.

**KING COUNTY:**

**TEAMSTERS  
LOCAL UNION NO. 117, IBT:**

  
\_\_\_\_\_  
**BOB DERRICK**  
Acting Director  
Office of Human Resources Management

  
\_\_\_\_\_  
**JOHN A. WILLIAMS**  
Secretary-Treasurer

9/27/99  
\_\_\_\_\_  
Date

9-27-99  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**By and Between**

**KING COUNTY**

**And**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated with the International Brotherhood of Teamsters**

---

**RE: King County Professional & Technical Labor Agreement and  
The Classification and Compensation Project**

WHEREAS King County and Teamsters Local 117 have bargained in good faith an agreement covering the time period of January 1, 1999 through December 31, 2001;

WHEREAS King County and Teamsters Local 117 agree to bargain in good faith pay ranges for bargaining unit positions allocated to new classifications as part of the Classification/Compensation Project; and

WHEREAS King County and Teamsters are parties to the Professional/Technical Occupational Group Coalition Bargaining process; therefore,

IT IS AGREED that:

1. The Coalition Bargaining Process shall be conducted consistent with adopted policies, to include but not be limited to the following:

- Use of a collaborative Labor/Management process;
- Prior to engaging in extensive survey work, evaluate internal equity and recruitment and retention issues and jointly review findings;
- Identification of benchmark classifications for which salary work will be completed;
- Identification of organizations to be surveyed;
- Agreed on salary survey methodology;
- Collective review and analysis of collected survey data;
- Negotiated market based pay range adjustments;

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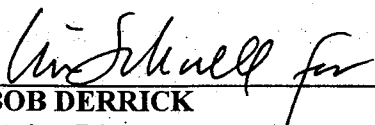
- Effective date of pay range adjustments;
- Placement of pay plan and salary Y-Rating/Freeze;
- Step progression;
- Coalition Bargaining Premium;
- Allocation review of certain positions; and
- Establish procedure for determining pay rates for newly developed or modified classification specifications.

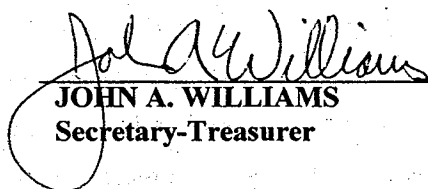
2. Members of the Teamsters Local 117 bargaining unit shall ratify any Memorandum of Agreement reached between King County and the Professional/Technical Union Bargaining Coalition as a result of these negotiations.

THE PARTIES HEREBY AGREE to this Memorandum of Understanding dated as follows:

**KING COUNTY:**

**TEAMSTERS  
LOCAL UNION NO. 117, IBT:**

  
\_\_\_\_\_  
**BOB DERRICK**  
Acting Director  
Office of Human Resources Management

  
\_\_\_\_\_  
**JOHN A. WILLIAMS**  
Secretary-Treasurer

9/27/99  
Date

9-24-99  
Date

**MEMORANDUM OF AGREEMENT**

**By and Between**

**KING COUNTY**

**And**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated with the International Brotherhood of Teamsters**

---

**RE: Overtime Eligibility**

WHEREAS King County and Teamsters Local 117 have bargained in good faith an agreement covering the time period of January 1, 1999 through December 31, 2001;

WHEREAS King County and teamsters Local 117 agree to bargain in good faith pay ranges and related pay provisions for bargaining unit positions allocated to new classifications as part of the Classification/Compensation Project; and

WHEREAS King County and Teamsters are parties to the Professional/Technical Occupational Group Coalition Bargaining process; therefore;

IT IS HEREBY AGREED that:

1. Positions in the following Departments: Department of Construction and Facilities Management, Office of Human Resources Management, Department of Natural Resources, and Department of Finance, currently FLSA exempt classifications will continue to be ineligible for the overtime pay and shift premiums as provided in the Labor Agreement until the above referenced coalition bargaining process has concluded:

- The Property Services Division of the Department of Construction and Facilities Management classifications of Real Property Section Supervisor and Franchise Supervisor.
- The Office of Human Resources Management classifications of Employment Specialist and Training Specialist and Training Coordinator.
- The Solid Waste Division, Department of Natural Resources classifications of Program Analyst II and III, Administrative Services Officer II and III and Program Coordinator job classifications.



- The Finance and Administration Section of the Water and Land Resources Division, Department of Natural Resources classifications of Administrative Services Officer II and II and Program Analyst II and III.
- The Public Outreach Section of the Water and Land Resources Division, Department of Natural Resources classifications of Communications Specialist II, III, and IV, Planner III, Program Analyst II, III, Planning Support Technician II, Assistant Librarian and Education Specialist.
- The Regional Watershed Teams Section of the Water and Land Resources Division, Department of Natural Resources classifications of Program Coordinator, Water Quality Planner 2 and 3, Planner 1 and 2, Management Analyst 3, Program Analyst 2, 3 and Senior Water Quality Project Coordinator.
- The Financial Accounting Section and Accounting Systems Section, Financial Management Division, Department of Finance employees occupying the Accountant and Senior Accountant classifications.


2. Positions in the above referenced currently FLSA exempt classifications will continue to be covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy (Executive Policy PER 8-1-1). The County and the Union agree that if Executive Policy PER 8-1-1 is changed, either party may request a reopener on language of this Agreement impacted by the change.

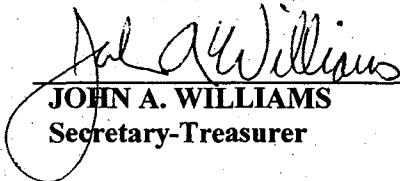
3. This Agreement shall remain in effect until December 31, 2001.

THE PARTIES HEREBY AGREE to this Memorandum of Understanding dated as follows:

**KING COUNTY:**

**TEAMSTERS  
LOCAL UNION NO. 117, IBT:**

  
 \_\_\_\_\_  
**BOB DERRICK**  
 Acting Director  
 Office of Human Resources Management

  
 \_\_\_\_\_  
**JOHN A. WILLIAMS**  
 Secretary-Treasurer

9/27/99  
 \_\_\_\_\_  
 Date

9-24-99  
 \_\_\_\_\_  
 Date



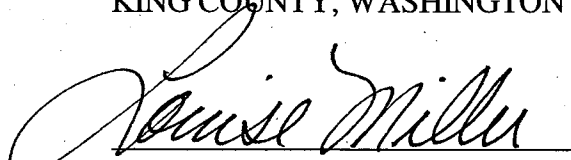
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SECTION 2. Terms and conditions of said agreements shall be effective from  
January 1, 1999, through and including December 31, 2001.

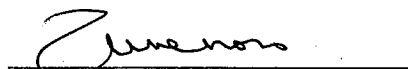
INTRODUCED AND READ for the first time this 4th day of October, 1999.

PASSED by a vote of 11 to 0 this 11th day of October, 1999.

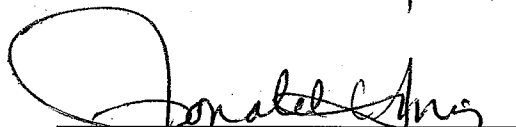
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

APPROVED this 15 day of October, 1999

  
King County Executive

Attachments: Collective bargaining agreement and memorandum of agreement