



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 17, 2002

Ordinance 14473

Proposed No. 2002-0430.1

Sponsors Constantine, Pullen and Phillips

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

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

12 SECTION 1. The collective bargaining agreement and memorandum of
13 agreement negotiated between King County and International Brotherhood of Teamsters
14 Local 117 (Professional & Technical Bargaining Unit) representing employees in the
15 departments of Executive Services, Natural Resources and Parks, and Transportation, and
16 attached hereto is hereby approved and adopted by this reference made a part hereof.

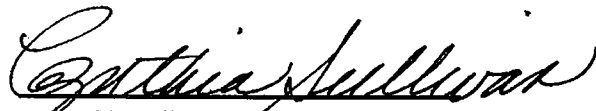
17 SECTION 2. Terms and conditions of said agreement shall be effective from
18 January 1, 2002, through and including December 31, 2004.

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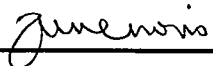
Ordinance 14473 was introduced on 9/3/2002 and passed by the Metropolitan King
County Council on 9/16/2002, by the following vote:

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

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KING COUNTY COUNCIL

Attachments A. Agreement By and Between King County and Teamsters Local Union No. 117
 Affiliated with the International Brotherhood of Teamsters Professional and Technical
 Employees Term of Agreement -- January 1, 2002 - December 31, 2004, B. 2002
 Wage Addendum, C. Memorandum of Agreement By and Between King County and
 Teamsters Local 117

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, 2002 - December 31, 2004

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

2 **Section 2.1** 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 2.2** 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 mutually agreed upon by the employee affected and the Union to which such
19 public employee would otherwise pay the dues and initiation fee. The public employee shall furnish
20 proof to the Union each month that such payment has been made.

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

23 **Section 2.3** The County shall not contract out work which the members of the Union have
24 historically performed unless it is required by law or is a business necessity due to an emergency
25 situation or to augment the workforce on a short-term, temporary basis. Except for emergency
26 situations, the County shall provide notice to the Union of its intent to contract out and, upon request,
27 bargain the decision and/or effects of that decision. Except as provided herein, under no
28 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 1 st
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 working 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 by overtime eligible employees on holidays shall be paid at one
7 and one-half (1-1/2) times the 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 40 hour week, or seven (7) hours for regular full-time employees with a 35 hour
11 work week. Hourly employees on flex or alternative work schedules shall be allowed to adjust their
12 schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours
13 for that work week. Part-time regular employees shall receive pro rated holiday pay based on their
14 normal hours of work per week in relation to a full-time schedule of 35 or 40 hours.

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

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

ARTICLE 5: VACATIONS

Section 5.1 Employees covered by this Labor Agreement shall be eligible for vacations with pay as provided by King County Code 3.12.190. 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 accrue vacation leave for each hour in regular pay status exclusive of overtime as described in the 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

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

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 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 pro rated 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 no more than ten working days after employee vacation
12 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.

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
17 or domestic partner whose illness or health condition requires treatment or supervision by the
18 employee; 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 6.8.G and 6.8.I
23 combined, within a twelve month period. The leave may be continuous, which is consecutive days or
24 weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject
25 to the 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** Hourly employees who use sixteen (16) hours or less of sick leave in a payroll
28 year (as reflected on the December 20th 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 (KCC 3.12.210):**

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
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 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 7.8 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 of the Department of Executive Services may grant a request for a leave of absence for a period
12 longer than sixty (60) days with the favorable recommendation of the applicable Department Director.
13 Long-Term leaves may be conditional or unconditional, with any conditions set forth in writing at the
14 time that the leave is approved.

15 **C.** Leaves specified in a) and b) above shall not be unduly denied.

16 **Section 7.9 Executive Leave:** Regular career service employees covered by this Agreement
17 who are in positions that are exempt from the overtime provisions of the federal Fair Labor Standards
18 Act will be entitled to up to three days of paid Executive Leave per calendar year for the duration of
19 this Agreement, under the following conditions:

20 **A.** Employees who are employed in a bargaining unit position on the date the contract
21 becomes effective as an ordinance shall be allowed three days of Executive Leave for use during
22 2002; those who are employed in a bargaining unit position after the effective date but before
23 September 1, 2002 shall be allowed two days Executive Leave for use during 2002; those employed in
24 a bargaining unit position on or before June 1, 2003 shall be allowed three days of Executive Leave
25 for use during 2003; those who are employed in a bargaining unit position after June 1, but before
26 September 1, 2003 shall be allowed two days Executive Leave for use during 2003; those employees
27 who were allowed two or more days of Executive Leave during 2003 under this section shall be
28 allowed three days Executive Leave for use during 2004.

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B. There will be no cashout or carryover of unused Executive Leave to the following year;

C. Executive Leave will not be guaranteed to a probationary employee or to an employee whose most recent performance evaluation has an overall rating less than satisfactory, but may be granted at the discretion of management;

D. This section does not constitute a grant of Executive Leave after the expiration date of this Agreement;

E. Additional days of Executive Leave may be granted at the discretion of management pursuant to Executive Policy PER 8-1-1.

1 **ARTICLE 8. WAGE RATES**

2 **Section 8.1 New Employees**

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

7 **Section 8.2 Annual Step Increase**

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

11 Members of bargaining units eligible to receive merit increases in 2001 shall receive 2002
12 step increases as provided in the King County Merit Pay Plan, effective January 1, 2002 and each
13 year thereafter.

14 **Section 8.3 Work Out of Class/Acting Assignment**

15 In the event an employee is assigned, in writing, to perform duties of a higher classification,
16 he/she shall be paid for all time so assigned in excess of one (1) day at the first pay step of the higher
17 classification or at the step which is the equivalent of two steps (approximately five per cent) more
18 than the employee's previous salary step, whichever is greater, but not to exceed the top step of the
19 new range. If the employee's former salary step includes an above-step-ten amount as a merit increase,
20 the out-of-class pay shall be based on the above-step-ten amount as long as the employee qualifies for
21 merit pay.

22 If an employee works out of class for 12 consecutive months, the employee and/or the union
23 may submit a Position Description Questionnaire (PDQ), with a request for consideration of
24 reallocating the employee's position to the higher class. The PDQ shall be submitted to the
25 employee's departmental human resources manager for transmittal to the Human Resources Division
26 of the Department of Executive Services (DES). The departmental human resources manager shall
27 transmit the PDQ as soon as practical, but no more than 60 calendar days after submission of the
28 PDQ. Exception: employees who work out of class as an acting appointment to temporarily replace

1 another employee on a leave of absence are not eligible to be considered for reallocation.

2 **Section 8.4 Shift Differential**

3 A shift differential of \$0.75 per hour for all hours worked shall apply to employees who work
4 a regularly scheduled second shift or a regularly scheduled third shift. Employees working alternative
5 work schedules such as referenced in Article 10, Section 2, are not eligible for shift differential unless
6 their normal schedule is second or third shift.

7 **Section 8.5 Cost of Living Adjustment**

8 A. The parties agree that bargaining unit members shall receive a 2.32% cost of living
9 increase effective January 1, 2002, consistent with the squared 2002 salary schedule.

10 B. Effective January 1, 2003, the salary in effect on December 31, 2002, 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, 2002, 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.

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

26 **Section 8.6 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

1 of such implementation if the Union requests.

2 **Section 8.7 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

10 **Section 8.8 Professional Certification Premium:** Employees in the classification of Safety
11 and Health Administrator IV who are required to hold the certification of Certified Safety
12 Professional or Certified Industrial Hygienist, and who perform work assignments for multiple
13 County departments, shall receive a premium of five per cent (5.0%) of regular pay for all
14 compensated hours.

15 **Section 8.9 Application of Pay Ranges as a Result of Collective Bargaining with Other**
16 **Unions:** The parties agree that should the County enter into any agreement with a union or otherwise
17 compensate employees in the classifications listed in Addendum A of this Agreement at a higher
18 salary range than that agreed upon for bargaining unit members covered by this Agreement, the
19 Agreement may be reopened by the parties for the purpose of negotiating the application of the higher
20 salary range for employees covered by this Agreement. The parties agree that an award of higher
21 compensation by an interest arbitrator is specifically excluded from the terms of this Section.
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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. Overtime eligible employees whose scheduled shift is less than eight hours
5 will receive straight-time pay for all work in excess of the shift up to eight hours, and will receive
6 overtime pay after eight (8) hours in one day.

7 **Section 9.1.1** If an overtime eligible employee is required to work on a scheduled day off, the
8 employee will be paid at the overtime rate for time worked in excess of forty (40) compensated hours
9 in the work week, 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. An employee
28 who is not assigned in writing to standby status shall not be required to respond to cellular

1 telephones, radios, or pagers during off-duty hours.

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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 6:00 a.m. and
12 7:00 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. Requests for
17 work schedules will not be unreasonably rescinded or denied. The County agrees to make a good
18 faith effort to accommodate employees' requests for alternative work schedules/flex time, consistent
19 with efficient and effective County operations.

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. Such arrangements shall be in accordance with King County Administrative Policy on
23 Telecommuting, PER 18-4 (AEP), effective October 15, 2001, and will be approved when in the best
24 interests of the County and the employee.

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

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

5 **Section 10.6** An employee who elected to be designated as hourly is entitled to retain the
6 hourly status (and 35-hour work week, if elected) if the position is reallocated to a different job class,
7 and the employee remains the incumbent in the reallocated position. An employee who has elected to
8 retain the hourly designation may retain the elected designation and work week when transferred at
9 the County's initiative into a different, FLSA-exempt position. An employee who takes a different
10 position as a result of bumping or reduction in force may be allowed at management's discretion to
11 retain an hourly election.

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.

1 **Section 12.7** The County will pay all fees and travel expenses for required job-related
2 training. Employees will be on paid work time when attending training required by management.
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1 **ARTICLE 13: GRIEVANCE PROCEDURE**

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

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

8 **Section 13.1 Definition:**

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

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

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

19 **Section 13.2 Procedure:**

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

28 **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
25 County 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:** A career service employee who is covered by this
5 Agreement has access either to the grievance procedure herein, or the grievance procedure contained
6 in the King County Personnel Guidelines. Selection of one procedure will preclude access to the
7 other to resolve the grievance. Selection must be made at the conclusion of Step 1 of the procedure
8 set forth in the Personnel Guidelines or at the conclusion of Step 2 of the grievance procedure in
9 Article 13. The 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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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.

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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 an employee may exercise bumping rights:

15 Layoff groups within the Department of Executive Services:

- 16 • Finance and Business Operations Division; and Human Resources Division;
- 17 • Information and Telecommunications Services Division; and Records,
18 Elections and Licensing Services Division
- 19 • Facilities Management Division; and Airport Division of Department of
20 Transportation

21 The layoff group is the Department for the following:

- 22 • Department of Natural Resources and Parks
- 23 • Department of Transportation (excluding Airport)

24 **Section 18.8** A regular employee may bump a term-limited temporary employee in a
25 bargaining unit position within the layoff group, or may accept appointment into a vacant term-
26 limited position in the bargaining unit, provided the regular employee meets the qualifications of the
27 position. The placement of a regular employee into a term-limited position shall not convert such
28 position to a regular, career service position; however, at the conclusion of the term-limited

1 appointment, such regular employee shall be entitled to all benefits of any other regular employee
2 subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in
3 the term-limited position.

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

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

ARTICLE 19: POSITION OPENINGS AND JOB BIDDING

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

5 **Section 19.1.1** Those employees shall be the first group of candidates to be considered for
6 competitive appointment to the vacancy (non-competitive appointments are listed as A) through C) in
7 Section 19.1.2 below). The appointment will be made on the basis of qualification, skill, ability, and
8 seniority of those who are in competition for the vacancy. Should none of the bargaining unit career
9 service candidates have the qualification, skill, and ability to perform the job, the vacancy shall then
10 be open to other non-probationary County employees in accordance with the King County Workforce
11 Management Plan.

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

14 **A.** a qualified, career service bargaining unit member eligible for reassignment within
15 the same job classification for disability accommodation; or a qualified, career service bargaining unit
16 member on the layoff recall list for the same job classification, as provided in Article 18.9 of this
17 Agreement. When there is a reassignment candidate and a layoff recall candidate available for
18 appointment to the same position, the most senior (as defined in Article 18 Section 1) will have
19 priority.

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

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

24 **D.** competitive bargaining unit candidates pursuant to Section 1 of this Article;

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

27 **F.** open competitive candidates.

28 **Section 19.2** 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 and
available. If the position previously held is not available, the County will make a good faith effort to

1 place the employee in an equivalent bargaining unit position for which the employee is qualified. If
2 no such position is available, the employee may elect to be placed on the recall list for the former
3 classification, as provided in Article 18.8 of this Agreement.

4 **Section 19.3** It shall be the right of Management to make the determination of employee
5 qualification, skill, and ability called for in this Article and Article 18, and such determination shall
6 be made on a reasonable basis.

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ARTICLE 20: DURATION

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

APPROVED this _____ day of _____, 2002

By _____
King County Executive

John A. Williams
Secretary-Treasurer
Teamsters, Local 117

Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum

14473

Job Title	Range
Accountant	52
Administrator II	56
Assistant Accountant	46
Assistant Archivist	40
Business and Finance Officer I	53
Business and Finance Officer II	58
Business and Finance Officer III	62
Business and Finance Officer IV	67
Claims Officer	52
Communications Specialist I	51
Communications Specialist II	54
Communications Specialist III	58
Communications Specialist IV	64
Computer Operator	41
Computer Operator Specialist	43
Educator Consultant I	54
Educator Consultant II	58
Environmental Specialist I	47
Fire and Life Safety Technician	44
Grants and Contracts Officer I	49
Grants and Contracts Officer II	54
Grants and Contracts Officer III	59
Human Resource Analyst	57
Human Resource Analyst - Senior	62
Human Resource Associate	51

**Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum**

14473

Job Title	Range
Information Systems Professional I	51
Information Systems Professional II	54
Information Systems Professional III	60
Information Systems Professional IV	65
Information Systems Professional V	70
Occupational Education and Training Program Administrator	58
Occupational Education and Training Program Administrator-Senior	63
Permit Technician	43
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63
Project/Program Manager IV	68
Property Agent I	51
Property Agent II	55
Property Agent III	59
Property Supervisor	64
Records Center Technician	36
Records Management Specialist	46
Safety and Health Administrator IV	62
Senior Accountant	56
Supervising Computer Operator	56
Water Quality Planner/Project Manager I	53
Water Quality Planner/Project Manager II	58
Water Quality Planner/Project Manager III	63
Water Quality Planner/Project Manager IV	68

Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum
Department of Executive Services

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14473

Facilities Management Division

Job Title	Range
Permit Technician	43
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63
Property Agent I	51
Property Agent II	55
Property Agent III	59
Property Supervisor	64

**Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum
Department of Executive Services**

Finance and Business Operations Division

Job Title	Range
Accountant	52
Business and Finance Officer I	53
Business and Finance Officer II	58
Business and Finance Officer III	62
Educator Consultant II	58
Grants and Contracts Officer I	49
Grants and Contracts Officer II	54
Grants and Contracts Officer III	59
Human Resource Associate	51
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63
Senior Accountant	56

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International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum
Department of Executive Services

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Human Resources Division

Job Title	Pay Range
Claims Officer	52
Communications Specialist III	58
Educator Consultant I	54
Educator Consultant II	58
Fire and Life Safety Technician	44
Human Resource Analyst	57
Human Resource Analyst - Senior	62
Human Resource Associate	51
Information Systems Professional I	51
Information Systems Professional II	54
Information Systems Professional III	60
Information Systems Professional IV	65
Occupational Education and Training Program Administrator	58
Occupational Education and Training Program Administrator-Senior	63
Safety and Health Administrator IV	62

Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum
Department of Executive Services

03/24

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Information and Telecommunications Services Division

Job Title	Range
Computer Operator	41
Computer Operator Specialist	43
Supervising Computer Operator	56

Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum
Department of Executive Services

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Records, Elections, and Licensing Services Division

Job Title	Range
Assistant Archivist	40
Computer Operator Specialist	43
Records Center Technician	36
Records Management Specialist	46

Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum
Department of Natural Resources and Parks

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14473

Administration

Job Title	Range
Communications Specialist I	51
Communications Specialist II	54
Communications Specialist III	58
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63

Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum
Department of Natural Resources and Parks

Solid Waste

Job Title	Range
Accountant	52
Administrator II	56
Assistant Accountant	46
Business and Finance Officer I	53
Business and Finance Officer II	58
Business and Finance Officer III	62
Business and Finance Officer IV	67
Human Resource Associate	51
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63
Project/Program Manager IV	68
Senior Accountant	56

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Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum
Department of Natural Resources and Parks

09/24/02

14473

Water and Land Resources

Job Title	Range
Accountant	52
Business and Finance Officer III	62
Communications Specialist I	51
Communications Specialist II	54
Communications Specialist III	58
Communications Specialist IV	64
Educator Consultant II	58
Environmental Specialist I	47
Information Systems Professional I	51
Information Systems Professional II	54
Information Systems Professional III	60
Information Systems Professional IV	65
Information Systems Professional V	70
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63
Water Quality Planner/Project Manager I	53
Water Quality Planner/Project Manager II	58
Water Quality Planner/Project Manager III	63
Water Quality Planner/Project Manager IV	68

Addendum A
International Brotherhood of Teamsters Local 117
Professional Technical Employees
2002 Wage Addendum
Department of Transportation

Airport (Planning Section)

Job Title	Range
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63

14473

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
TEAMSTERS LOCAL 117**

This Agreement is by and between the parties, King County (hereinafter the County) and Teamsters Local 117 (hereinafter the Union). The parties agree as follows:

WHEREAS, The County has recognized the Union as the collective bargaining representative for four regular career service positions, and one term-limited temporary position in the Solid Waste Division, Department of Natural Resources and Parks; and

WHEREAS, the effective date of the recognition is July 9, 2001; and

WHEREAS, the County and the Union have agreed to accrete the positions to the Professional and Technical Employees bargaining unit; and

WHEREAS other members of the Professional and Technical Employees unit have received job class allocations and salary range adjustments as provided in the Agreement between King County and the Union Bargaining Coalition Regarding Professional and Technical Classification/Compensation (hereinafter, the Coalition Agreement); and

WHEREAS the parties wish to provide equitable Classification/Compensation implementation for the employees in the accreted positions;

THEREFORE the parties agree as follows:

1. Effective July 9, 2001, employees will be placed on the King County Squared Salary Schedule on the salary range corresponding to the new job class allocation, as set forth in Appendix A of the Coalition Agreement. The individual job class allocations, salary ranges, and step placement are as set forth in the table below:

<i>Name</i>	<i>Allocation</i>	<i>Range</i>	<i>Step</i>
Jay Beach	Communication Specialist I	51	1
Kristan Beatty	Project/Program Manager II	58	5
James Lindler	Project/Program Manager III	63	6
Leslie Ervin Sandlin	Project/Program Manager II	58	10
Lynn Warner	Project/Program Manager II (TLT)	58	3

2. Jay Beach has submitted a Position Description (PDQ) to the Personnel Services Section of Human Resources Division to request a different allocation of his position. If his position is reallocated, the effective date of the allocation shall be the date the PDQ was

received by Personnel Services. If King County applies a more favorable method to establish the effective date for reallocation for any employee in a bargaining unit covered under the Professional and Technical Coalition Agreement, Mr. Beach will be permitted to present his request for the same more favorable effective date method, and such request will not be unreasonably denied.

3. The core work schedule of Jay Beach and Kristan Beatty shall be a 35-hour work week. They will be hourly, overtime-eligible employees.
4. The core work schedule of Leslie Ervin Sandlin and James Lindler shall be a 40-hour work week. They will be exempt from overtime pay requirements and will not be hourly employees.
5. Each of the career service employees covered by this Memorandum of Agreement will be entitled to five days of special leave. A day of leave shall be seven hours for a 35-hour work week and eight hours for a 40-hour work week. The five days shall be available for year 2002 only, and any unused portion may not be carried into the following year. Special leave must be exhausted before the employee uses vacation or compensatory time. In the event the employee has used vacation or compensatory time during 2002 before this Memorandum is in effect, up to five days of the vacation and/or compensatory time balance will be restored.
6. Except as provided in this Memorandum, employees covered by this Memorandum will be subject to the provisions of the collective bargaining agreement between King County and Teamsters Local 117, Professional and Technical Employees.

APPROVED this _____ day of _____, 2002

BY: _____
King County Executive

John A. Williams
Secretary-Treasurer
Teamsters, Local 117