



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 15, 2015

Ordinance 18199

Proposed No. 2015-0453.1

Sponsors Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Brotherhood of Teamsters Local
4 117 (Print Shop - Graphic Communications; Department of
5 Executive Services (Facilities Management Division))
6 representing employees in the department of executive
7 services; and establishing the effective date of said
8 agreement.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:


10 SECTION 1. The collective bargaining agreement negotiated by and between
11 King County and International Brotherhood of Teamsters Local 117 (Print Shop -
12 Graphic Communications; Department of Executive Services (Facilities Management
13 Division)) representing employees in the department of executive services, which is
14 Attachment A to this ordinance, is hereby approved and adopted by this reference made a
15 part hereof.

16 SECTION 2. Terms and conditions of said agreement shall be effective from
17 January 1, 2015, through and including December 31, 2016.
18

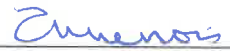
Ordinance 18199 was introduced on 11/9/2015 and passed by the Metropolitan King
County Council on 12/14/2015, by the following vote:

Yes: 7 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Mr. Dunn, Mr.
McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 2 - Mr. Phillips and Ms. Lambert


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 22nd day of December, 2015.


Dow Constantine, County Executive

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2015 DEC 23 PM 3:28
CLERK
KING COUNTY COUNCIL

Attachments: A. Agreement Between International Brotherhood of Teamsters Local 117 - Print Shop -
Graphic Communications and King County

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AGREEMENT
BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
(PRINT SHOP - GRAPHIC COMMUNICATIONS)
AND
KING COUNTY

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COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-
2016

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AGREEMENT
BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
(PRINT SHOP - GRAPHIC COMMUNICATIONS)
AND
KING COUNTY

These articles constitute an Agreement, terms of which have been negotiated in good faith, between King County (the County) and the Graphic Communication Conference of the International Brotherhood of Teamsters Local 117 (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan County Council of King County, Washington.

ARTICLE 1: PURPOSE

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the Union as representing those employees whose job classifications are listed in the attached Addendum A.

Section 2. Union Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement

1 shall remain members and those who are not members on the effective date of this Agreement shall,
2 on the thirtieth (30th) day following the effective date of this Agreement, become and remain
3 members in the Union or pay an agency fee. It shall also be a condition of employment that all
4 employees covered by the Agreement and hired on or assigned into the bargaining unit on or after its
5 effective date shall, on the thirtieth (30th) day following the beginning of such employment, become
6 and remain members in the Union or pay an agency fee.

7 **Section 3.** Nothing contained within this Article shall require an employee to join said Union
8 who can substantiate they hold genuine religious beliefs or tenets which object to membership in the
9 Union, in which case an amount of money equivalent to the regular Union dues and initiation fee
10 shall be paid to a nonreligious charity mutually agreed upon by the employee affected and the
11 bargaining representative to which such employee would otherwise pay the dues and initiation fee.
12 The employee shall furnish proof that such payment has been made every thirty (30) days. If the
13 employee and the Union do not reach agreement on such matter, the Public Employment Relations
14 Commission (PERC) shall designate the charitable organization.

15 **Section 4.** All initiation fees and dues paid either to the Union or charity shall be for non-
16 political purposes.

17 **Section 5. Dues Deduction.** Upon receipt of a written authorization individually signed by a
18 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
19 of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the
20 Union.

21 **Section 6.** The Union shall indemnify, defend, and hold the County harmless against any
22 claims made and against any suit instituted against the County on account of any check-off of dues
23 for the Union. The Union shall refund to the County any amounts paid to it in error on account of the
24 check-off provision upon presentation of proper evidence thereof.

25 **ARTICLE 3: MANAGEMENT RIGHTS**

26 The management and the direction of the work force is vested exclusively in the County
27 subject to the terms of this Agreement. All matters not specifically and expressly covered or treated
28 by the language of this Agreement may be administered for its duration by the County in accordance

1 with such policy or procedure as from time to time may be determined.

2 **Section 1.** The County will not aid, promote, or finance any labor group or organization
3 purporting to engage in collective bargaining or make any agreement with any such group or
4 organization which would violate any rights of the Union under this contract.

5 **Section 2.** It is recognized that the County retains the right, except as otherwise provided in
6 this Agreement, to manage the affairs of the County and to direct its work force. Such functions of
7 the County include, but are not limited to:

8 **A.** recruit, examine, select, promote, transfer and train employees of its choosing, and
9 to determine the times and methods and means of such actions;

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

14 **C.** reduce the work force due to lack of work, funding or other cause consistent with
15 efficient management and procedures, discipline, suspend, demote, or dismiss employees; and

16 **D.** establish reasonable work rules; assign the hours of work and assign employees to
17 shifts and days off.

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1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** All regular leave eligible employees shall be granted the following holidays with
3 pay:

4		
5	New Year's Day	January 1st
6	Martin Luther King, Jr.'s Birthday	Third Monday in January
7	Presidents' Day	Third Monday in February
8	Memorial Day	Last Monday in May
9	Independence Day	July 4th
10	Labor Day	First Monday in September
11	Veteran's Day	November 11th
12	Thanksgiving Day	Fourth Thursday in November
13	Day after Thanksgiving	
14	Christmas Day	December 25th
15		

16 and any special or limited holidays as declared by the President or Governor and as approved by the
17 Council.

18 **Section 2.** Whenever a holiday falls upon a Sunday, the following Monday shall be observed
19 as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

20 **Section 3.** Holidays paid for but not worked shall be recognized as time worked for the
21 purpose of determining weekly overtime.

22 **Section 4.** Work performed on holidays shall be paid at one and one-half (1-1/2) times the
23 regular rate in addition to the regular holiday pay.

24 **Section 5.** Each employee shall receive two (2) additional personal holidays to be
25 administered through the vacation plan. One day shall be accrued during the pay period that includes
26 the first of October and one during the pay period that includes the first of November of each year.
27 These days can be used in the same manner as any vacation day earned.

28 **Section 6.** When a holiday is normally observed by the County on a Monday which is an

1 employee's normally scheduled day off, the holiday shall be observed on the immediately following
2 Tuesday. When a holiday is observed on a Friday which is an employee's normally scheduled day
3 off, it shall be observed on the immediately preceding Thursday.

4 **Section 7.** Paid holidays, including personal holidays, consist of the employee's regularly
5 scheduled full-time hours not to exceed eight (8) hours. Full-time Employees scheduled for four (4)
6 ten (10) hour days per week will be paid for eight (8) hours of holiday pay and may elect to use two
7 (2) hours of vacation pay or compensatory time.

8 **Section 8.** Leave eligible employees who work a part-time work schedule will be granted
9 each of the holidays identified in Section 1 with pay prorated to reflect their normally scheduled
10 workweek.

1 **ARTICLE 5: VACATIONS**

2 **Section 1.** All leave eligible employees shall accrue vacation benefits according to the
3 following table:

4

5

Length of Service	Annual Leave in Days Accrued per Year of Service
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

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23 **Section 2.** Leave eligible employees will accrue vacation leave from their date of hire. Leave
24 eligible employees who work a part-time work schedule will accrue vacation leave in accordance
25 with the vacation leave schedule set forth in Section 1, prorated to reflect their normally scheduled
26 workweek.

27 **Section 3.** Full-time leave eligible employees may accrue up to sixty (60) days (480 hours)
28 vacation. Part-time leave eligible employees may accrue vacation leave up to sixty (60) days

1 prorated to reflect their normally scheduled workweek. Employees shall use vacation leave beyond
 2 the maximum accrual amount on or before the last pay period that includes December 31 of each
 3 year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of
 4 the vacation leave beyond the maximum amount unless the Division Director/designee has approved
 5 a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons
 6 as may be in the best interests of the County.

7 **Section 4.** During the first six (6) months of service, leave eligible employees may, at the
 8 Division Director's discretion, use any accrued days of vacation leave as an extension of sick leave.
 9 This provision does not limit the ability of employees to use accrued leave for a qualifying event
 10 under the Washington Family Care Act or as otherwise provided by law. If an employee does not
 11 work a full six (6) months, any vacation leave used for sick leave must be reimbursed to the County
 12 upon termination.

13 **Section 5.** The Division Director/designee shall be responsible for scheduling the vacations
 14 of his/her employees in such a manner as to achieve the most efficient functioning of the division.
 15 No person shall be permitted to work for compensation for the County in any capacity during the
 16 time of his/her paid vacation from the County service.

17 **Section 6.** Except as modified by a VEBA agreement any leave eligible employee who
 18 separates from County service will be paid for accrued vacation leave to his/her date of separation up
 19 to the maximum accrual amount in accordance with Section 3 if the employee has successfully
 20 completed his/her first six (6) months of County service and is in good standing. Payment will be the
 21 accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving
 22 County employment less mandatory withholdings. When separation is caused by death of an
 23 employee, payment shall be made to the estate of such employee, or in applicable cases, as provided
 24 by RCW, Title 11.

25 **ARTICLE 6: SICK LEAVE**

26 **Section 1.** All leave eligible employees shall accrue sick leave benefits at a monthly rate
 27 equal to 0.04616 for each hour in regular pay status exclusive of overtime or comp time up to a
 28 maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously

1 earned. There shall be no limit to the hours of sick leave benefits accrued by a leave eligible
2 employee.

3 **Section 2.** In any instance involving use of a fraction of a day's sick leave, the minimum
4 charge to the employee's sick leave account shall be one-half (1/2) hour. The Division
5 Director/designee shall be responsible for control or abuse of the sick leave privilege. The employee
6 may be required to furnish a certificate issued by a licensed health physician or other satisfactory
7 evidence of injury or illness to the Division Director/designee.

8 **Section 3.** Accrued sick leave will be used for the following reasons:

9 A. The employee's bona fide injury or illness;

10 B. The employee's occupational injury or illness:

11 1. An employee who contracts an occupational illness or injury on the job may
12 not simultaneously collect sick leave and worker's compensation payments in a total amount greater
13 than the net regular pay of the employee; though an employee who chooses not to augment his/her
14 worker's compensation time loss pay through the use of sick leave will be deemed on unpaid leave
15 status;

16 2. An employee who chooses to augment workers compensation payments
17 with the use of accrued sick leave will notify the workers compensation office in writing at the
18 beginning of the leave;

19 3. An employee may not collect sick leave and worker's compensation time
20 loss payments for physical incapacity due to any injury or occupational illness which is directly
21 traceable to employment other than with the County.

22 C. Exposure to contagious diseases and resulting quarantine.

23 D. A female employee's temporary disability caused by or contributed to by
24 pregnancy and childbirth.

25 E. The employee's medical, ocular or dental appointments provided that the
26 employee's manager/designee has approved the scheduling of sick leave for such appointments.

27 F. To care for the employee's eligible child if the child has an illness or health
28 condition which requires treatment or supervision from the employee;

1 **G. To care for other family members, if:**

2 1. The employee has been employed by the County for twelve (12) months or
3 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)
4 months,

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

9 3. The reason for the leave is one of the following:

10 a. The birth of a son or daughter and care of the newborn child, or
11 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
12 within twelve (12) months of the birth, adoption or placement;

13 b. The care of the employee's child or child of the employee's spouse
14 or domestic partner whose illness or health condition requires treatment or supervision by the
15 employee; or

16 c. Care of a family member who suffers from a serious health
17 condition.

18 4. The parties agree that to the extent Washington State law provides greater
19 benefits for the use of paid leave for family care, the state law shall prevail.

20 **Section 4. King County Family and Medical Leave.** Leave eligible bargaining unit members
21 shall be granted benefits consistent with all provisions of the King County Family and Medical Leave
22 Act (KCFML), *K.C.C. 3.12.220(I)*. This includes but is not limited to eligibility requirements, terms,
23 conditions and restrictions.

24 **A.** In the application of any of the foregoing provisions, when a holiday or regular
25 day off falls within the prescribed period of absence, it shall not be charged.

26 **Section 5.** Sick leave shall not be used in lieu of vacation, but vacation may be used in lieu of
27 sick leave, after accrued sick leave has been exhausted.

28 **Section 6. Workers' Compensation.** If an employee is injured on the job and requires

1 immediate medical treatment, the employee will be compensated in full for the rest of the workday
2 without being required to use sick leave or vacation leave. The employee can use accrued sick leave
3 if the injury requires the employee to miss any scheduled workdays in the first three (3) calendar days
4 after the injury. Workers' Compensation Payments begin on the fourth day after the injury and
5 continue during the period of disability. If the employee's disability period extends beyond fourteen
6 (14) calendar days, then accrued leave taken will be reimbursed as determined by the Safety and
7 Claims Management Section. Sick leave pay may be used to supplement industrial insurance benefits
8 in an amount that is necessary to maintain the employee's regular net pay. Any earned vacation leave
9 may be used in a like manner after sick leave is exhausted.

10 **Section 7.** Termination of a regular employee's continuous service, except by reason of
11 temporary lay-off for lack of work or funds, or non-disciplinary medical reasons shall cancel all sick
12 leave accrued to the time of such termination. Should the employee who was laid-off or was
13 separated for non-disciplinary reasons return to County employment within two (2) years, he or she
14 shall have accrued sick leave restored. No payment shall be made to any employee for unused sick
15 leave accumulated to his or her credit at the time of termination of employment, regardless of the
16 reason therefore, except as provided for in KCC 3.12.220(F). The date of termination of employment
17 shall be considered as the date certified by the Department Director as the last day worked and shall
18 not include the equivalent time involved in any overtime or vacation payoff made at the time of
19 termination. The provisions of this rule include termination of service by death.

20 **Section 8.** Sick leave because of an employee's physical incapacity will not be approved
21 when the injury or illness is directly traceable to employment other than with the County of King.

22 **Section 9.** Information about Employee Assistance Programs (EAP) offered by the County
23 will be available to employees.

24 **Section 10.** King County will reimburse those employees who have at least five (5) years
25 service and retire as a result of length of service, or who terminate by death, thirty-five percent (35%)
26 of their unused sick leave. All payments shall be made in cash, based on employees base rate, and
27 there shall be no deferred sick leave payments. Retirement for the purposes of this Article shall mean
28 any employee who at the time of termination is eligible and begins receiving benefits immediately

1 under the Public Employees Retirement System.

2 **Section 11. Bereavement Leave.** All employees eligible for leave benefits are entitled to
 3 three (3) paid days per incident of bereavement leave due to the death of an immediate family
 4 member. An employee who has exhausted his or her bereavement leave may use up to three (3) days
 5 of sick leave for each instance when death occurs to an immediate family member; which is defined
 6 as the spouse or domestic partner of the employee and grandparent, grandchild, parent, child, step-
 7 child, siblings, daughter-in-law and son-in-law of the employee, spouse, or domestic partner.

8 If no sick leave benefit is authorized or exists for the employee, then the Division Director
 9 may approve leave without pay. Holidays or regular days off falling within the prescribed period of
 10 absence will not be charged against bereavement pay entitlement.

11 **Section 12. Donation of Vacation and Sick Leave Hours by Leave Eligible Employees.**

12 **A. Vacation leave hours.**

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

19 **2.** The number of hours donated shall not exceed the donor's accrued vacation
 20 credits 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 **3.** Donated vacation leave hours must be used within ninety (90) calendar days
 23 following the date of donation. Donated hours not used within ninety (90) days or due to the death of
 24 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded
 25 from vacation leave payoff provisions contained in this Agreement. For purposes of this section, the
 26 first hours used by an employee shall be accrued vacation leave hours.

27 **B. Sick leave hours.**

28 **1.** Leave eligible employees may donate a portion of his or her accrued sick

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

3 2. No donation shall be permitted unless the donating employee's sick leave
4 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
5 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
6 year.

7 3. Donated sick leave hours must be used within ninety (90) calendar days.
8 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
9 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
10 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For
11 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

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

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

20 *Section 13. Family Care.* To the extent Washington State law provides more extensive
21 benefits for use of paid leave for family care, the Union and the County agree that state law shall
22 prevail.

23 **ARTICLE 7: WAGE RATES**

24 *Section 1.* Wage rates shall be in accordance with the job classifications and ranges in
25 Addendum A of this Agreement.

26 *Section 2.* Total Compensation Agreement. Upon full ratification of the Memorandum of
27 Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And
28 Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit

1 Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement
2 are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as
3 Addendum B.

4 **Section 3.** While it is the prerogative of the management to determine which employees of
5 the Print Shop will be designated as Lead and, thus, receive the premium pay, the parties understand
6 and appreciate the concerns of the employees currently so assigned that their lead pay not be revoked
7 without providing an opportunity to discuss the matter. The County therefore, agrees to the
8 following:

9 1. The Division Director or designee will notify the Union and the affected employee
10 at least ten (10) work days prior to revoking the Lead status of that individual.

11 2. If requested by the Union, a meeting will be scheduled to discuss the situation.
12 Scheduling of such a meeting will not serve to delay the revocation of the Lead assignment.

13 3. Upon revocation of the Lead status and Lead pay, the employee will no longer be
14 required to perform the additional duties/functions associated with that Lead assignment.

15 **Section 4.** Temporary employees receive no benefits or pay in lieu of benefits unless the
16 individual qualifies for same under the County Code.

17 **Section 5.** If an employee of the Print Shop is promoted to another position in the bargaining
18 unit, the first-year rate will be approximately five percent (5%) over the individual's current rate of
19 pay or step one (1) of the new classification, which ever is higher.

20 **Section 6.**

21 A. Employees assigned to perform leadworker duties shall be paid one dollar and
22 twenty-five cents (\$1.25) per hour premium for all time spent while so assigned.

23 B. Employees assigned to a second shift shall be paid a twenty-seven cents (\$ 0.27)
24 per hour premium for all time spent while so assigned.

25 C. Work Outside of Classification. An employee assigned in writing to work outside
26 of classification for a period in excess of one-half (1/2) the shift, shall be paid at the rate of the higher
27 classification for all time so assigned, in accordance with the County Code.

28 **Section 7. Cost of Living Adjustments**

1 A. Effective January 1, 2015 the wage rates will be increased by a two percent (2%)
2 cost of living adjustment above the rates in effect in 2014.

3 B. Effective January 1, 2016 the wage rates will be increased by a two and one-
4 quarter percent (2.25%) cost of living adjustment above the wage rates in effect in 2015.

5 **ARTICLE 8: OVERTIME**

6 **Section 1.** Except as otherwise provided in this Article, employees on a five (5) day eight (8)
7 hour schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of
8 eight (8) in one day, exclusive of lunch period. Employees on a four (4) day ten (10) hour schedule
9 shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of ten (10) in one
10 day, exclusive of lunch period.

11 **Section 2.** Overtime shall be compensated for at one and one-half (1-1/2) times the regular
12 rate. Overtime may be paid as compensatory time at the rate of time and one-half (1-1/2), if
13 requested by the employee and approved by the supervisor, consistent with the provisions of the
14 County's Personnel Guidelines.

15 **Section 3.** A minimum of four (4) hours at overtime rate shall be allowed each time an
16 employee is required to work on a normally scheduled day off. Where such overtime exceeds four
17 (4) hours, the actual hours worked shall be paid at overtime rates.

18 **Section 4.** All overtime shall be authorized in advance by the Division Director/designee in
19 writing, except in emergencies. Saturday and Sunday work is not considered overtime when it is a
20 regularly scheduled work day for the individual or crew.

21 **Section 5.** Required work at other than the normal scheduled working hours, or special
22 scheduled working hours not enumerated above shall be credited as such, and will be compensated at
23 one and one-half (1-1/2) times the regular rate, and in the event this work is accomplished prior to the
24 normal working hours and the employee subsequently works his/her regular shift, his/her regular shift
25 shall be compensated at regular time.

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

28

1 **ARTICLE 9: HOURS OF WORK**

2 ***Section 1.*** The standard work week shall consist of five (5) consecutive work days not to
 3 exceed eight (8) hours each, exclusive of the lunch period, and not to exceed forty (40) hours per
 4 week and shall normally be scheduled Monday through Friday. The working hours of each day shall
 5 normally be between 6:00 a.m. and 6:00 p.m. Multiple shifts are recognized as are Alternative Work
 6 Schedules such as 4/10 schedule.

7 ***Section 2.*** The County and the Union agree that should a four (4) day ten (10) hour
 8 workweek (4/10) be implemented employees working said schedule will be subject to the following
 9 conditions:

10 **Work Day** - The normal workday shall not exceed ten (10) hours each, exclusive of
 11 the lunch period.

12 **Work Week** - Employees shall be scheduled to work four (4) consecutive workdays
 13 for a total of forty (40) hours per week.

14 **Vacations** - Hourly vacation accrual rates shall not be affected upon implementation
 15 of a 4/10 work schedule. Vacation benefits shall be expended on an hourly basis (for example, an
 16 employee scheduled to work ten (10) hours shall be charged with the use of ten (10) hours of
 17 vacation for each day of vacation) and in accordance with Article 5.

18 **Sick Leave** - Hourly sick leave accrual rates shall not be affected upon implementation
 19 of a four (4) day work schedule. Sick leave benefits shall be based on number of hours worked and
 20 shall be expended on an hourly basis and in accordance with Article 6.

21 **Scheduling** - Scheduling of days and hours of work shall be the sole prerogative of the
 22 County.

23 **Discontinuance** - The County shall have the right to discontinue the 4/10 workweek
 24 schedule for any business or operational reason provided at least four (4) weeks prior notification is
 25 given, after which the terms and conditions of 4/10 workweek schedule portions of this Agreement
 26 shall become null and void. Nothing in this Section shall be interpreted in such a way as to prevent
 27 individual employees from returning to a five (5) day work week schedule with less than a four (4)
 28 week prior notification providing such a change is mutually agreeable between the employee and the

1 County.

2 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

3 King County presently participates in group medical, dental, and life insurance programs.
4 The County agrees to maintain a plan during the term of this Agreement, provided that the Union and
5 the County agree that the County may implement changes to employee insurance benefits to which
6 the Joint Labor Management Insurance Committee has agreed.

7 **ARTICLE 11: MISCELLANEOUS**

8 ***Section 1.*** An employee elected or appointed to an office in a local of the Union shall be
9 given a leave of absence not to exceed one (1) year without pay upon application.

10 ***Section 2.*** FMD subscribes to the career ladder concept and will promote from within
11 consistent with the dictates of good management practice and merit principals. Position vacancies
12 shall be filled in accordance with the King County Personnel Guidelines; provided that regular
13 employees covered by this bargaining agreement shall have notice of the vacancies and the
14 opportunity to request simultaneous consideration for advancement to openings for which they
15 qualify; provided further that hiring decisions shall be the sole province of management.

16 ***Section 3.*** The County agrees to permit the Union to post on County bulletin boards the
17 announcement of meetings, election of officers, and any other Union material, providing there is
18 sufficient space, beyond what is required by the County for "normal" business operations.

19 ***Section 4. New Technology or Equipment.*** In the event that the County acquires new
20 technology, the County shall provide written notice to the Union within a reasonable time prior to
21 installation. The County agrees to meet and confer with the Union regarding the introduction of such
22 technology or equipment and any impact it may have on bargaining unit work. If, as a result of the
23 acquisition of new technology positions are reclassified, any negotiated wage changes will be
24 retroactive to the date the operation of the new technology/equipment commenced.

25 ***Section 5. Re-opener.*** During the term of this Agreement, the parties agree to negotiate the
26 subject of pension withholding for the Union Pension Fund.

27 ***Section 6.*** The parties agree the County has the right to standardize pay practices and Fair
28 Labor Standards Act workweeks. The parties agree that applicable provisions of the collective

1 bargaining agreement may be re-opened at any time during the life of this Agreement by the County
2 for the purpose of negotiating these standardized pay practices, to the extent required by law.

3 **Section 7. Background Check.** As a condition of employment, all employees are required to
4 pass a background check including a fingerprint based background check as required by the County
5 pursuant to the national Criminal Justice Information Services Security Policy (CJIS). Failure to pass
6 the background check, or revocation of CJIS access, will be just cause to separate the employee from
7 the County. All employees are required to self-report any instance when they have been arrested
8 and/or charged with a crime to their supervisor. Failure to self-report within 24 hours, absent good
9 cause presented by the employee as soon as possible after the arrest and/or charge, is cause for
10 discipline.

11 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

12 **Section 1.** The County shall not discipline regular employees for other than just cause.
13 Temporary, term-limited temporary and probationary employees are employed at will and do not
14 have the right to use the procedures under this Article if disciplined or discharged.

15 **Section 2.** In the event the County requires an employee to attend a meeting for purposes of
16 discussing an incident which may lead to suspension, demotion, or termination of that employee, the
17 employee has the right to be accompanied by a representative of the Union. If the employee desires
18 Union representation in said matter, he or she shall notify the County at that time and shall be
19 provided a reasonable time, up to one (1) work day, to arrange for Union representation.

20 **Section 3. Grievance/Arbitration/Mediation.** King County recognizes the importance and
21 desirability of settling grievances promptly and fairly in the interest of continued good employee
22 relations and morale and to this end the following procedure is outlined. To accomplish this, every
23 effort will be made to settle grievances at the lowest possible level of supervision.

24 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
25 or reprisal in seeking adjudication of their grievances.

26 **A. Definition.**

27 **Grievance** - A claim by an employee or their union that the terms of this Agreement
28 have been violated and/or a dispute exists concerning the proper application or interpretation of this

1 Agreement.

2 ***B. Procedure.***

3 ***Step 1.*** A grievance shall be verbally presented by the aggrieved employee
4 and his/her representative, if the employee wishes, within ten (10) working days of the occurrence of
5 such grievance, to the employee's supervisor. The supervisor shall gain all relevant facts and shall
6 attempt to adjust the matter and notify the employee within ten (10) working days of receiving the
7 grievance. If a grievance is not presented in writing to the next level within ten (10) working days of
8 the supervisor's response, it shall be presumed resolved.

9 ***Step 2.*** If after thorough discussion with the supervisor, the grievance has not
10 been satisfactorily resolved, the employee and his/her representative shall reduce the grievance to
11 writing, outlining the facts as they are understood. The written grievance may then be presented to
12 the Division Director/designee within ten (10) workdays as stated above for investigation, discussion,
13 and written reply. The director/designee shall make his/her written decision available to the
14 aggrieved employee and Union within ten (10) working days following the meeting to adjust the
15 grievance. If the grievance is not pursued to the next higher level within the following ten (10)
16 working days following the director's/designee's response, it shall be presumed resolved.

17 ***Step 3.*** If after thorough evaluation, the decision of the director/designee has
18 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
19 Labor Relations Director/designee. All letters, memoranda and other written materials previously
20 submitted to first two grievance steps shall be made available for the review and consideration of the
21 director/designee. He/she may interview the employee and/or his/her representative and receive any
22 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
23 his/her written decision available within fifteen (15) working days following the meeting to adjust the
24 grievance. If the matter is not resolved, the director/designee will be the Union's contact thereafter in
25 this process. If the grievance is not pursued to the next higher level within thirty (30) working days
26 of the director's/designee's response, it shall be presumed resolved.

27 ***Step 4.*** If within thirty (30) calendar days of the date of response provided in
28 Step 3, the matter has not been resolved the grievance may be submitted to arbitration. If arbitration

1 has been timely requested, the parties may with mutual consent attempt grievance mediation. The
2 process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual
3 request.

4 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
5 Step 3, the parties shall select a third disinterested party to serve as an arbitrator. In the event that the
6 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five
7 (5) arbitrators furnished by the American Arbitration Association (AAA) or the Federal Mediation
8 and Conciliation Service (FMCS), whichever source is mutually acceptable. The arbitrator will be
9 selected from the list by both the County representative and the Union, each alternately striking a
10 name from the list until only one (1) name remains. The party to strike first shall be determined by a
11 coin toss. The arbitrator under voluntary labor arbitration rules of the AAA shall be asked to render a
12 decision promptly and the decision of the arbitrator shall be final and binding on both parties. No
13 matter may be arbitrated which the County, by law, has no authority over, has no authority to change,
14 or has been delegated to any civil service commission or personnel board, as defined in R.C.W.41.56.

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

18 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
19 equally by both parties. Each party shall bear the cost of its own legal fees regardless of the outcome
20 of the arbitration.

21 **C. Time Limits.** Time limits may be extended upon written consent of the parties.

22 **Section 4. Alternative Dispute Resolution procedures.**

23 **A. Unfair Labor Practice (ULP).** The parties agree that thirty (30) days prior to
24 filing a ULP complaint with the Public Employment Relations Commission (PERC), the complaining
25 party will notify the other party, in writing, meet, and make a good faith attempt to resolve the
26 concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is
27 seeking a temporary restraining order as relief for the alleged ULP.

28 **B. Grievance.** After a grievance is initially filed, the following Alternative Dispute

1 Resolution (ADR) process may be followed, with mutual consent. This process will not exceed ten
2 (10) days:

- 3 1. A meeting will be arranged by the Union Representative and Director of
4 Labor Relations/designee to attempt to resolve the matter.
- 5 2. a. The meeting will include a mediator and the affected parties.
6 b. The parties may mutually agree to other participants such as Union and
7 management representatives or subject matter experts.
- 8 3. The parties will meet at mutually agreeable times to attempt to resolve the
9 matter.
- 10 4. If the matter is resolved, the grievance will be withdrawn.
- 11 5. If the matter is not resolved, the grievance will continue through the
12 grievance process.
- 13 6. The moving party can initiate the next step in the grievance process at the
14 appropriate times, irrespective of this process.
- 15 7. Offers to settle and aspects of settlement discussions will not be used as
16 evidence or referred to if the grievance is not resolved by this process.

17 This Section does not supersede or preclude any use of grievance mediation later in the
18 grievance process.

19 **ARTICLE 13: NONDISCRIMINATION**

20 *Section 1.* The County or the Union shall not discriminate against any individual with respect
21 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
22 national origin, age, religious affiliation, marital status, sex, sexual orientation, gender identity or
23 expression, or disability.

24 **ARTICLE 14: SAVINGS CLAUSE**

25 Should any part hereof or any provision herein contained be rendered or declared invalid by
26 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
27 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
28 remaining portions thereof; provided however, upon such invalidation the parties agree immediately

1 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
2 remain in full force and effect.

3 **ARTICLE 15: WORK STOPPAGES AND COUNTY PROTECTION**

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

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

17 *Section 3.* Any employee participating in such work stoppage or in other ways committing an
18 act prohibited in this Article shall be considered absent without authorized leave and shall be
19 considered to have resigned.

20 **ARTICLE 16: WAIVER CLAUSE**

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

27 **ARTICLE 17: CONTRACTING WORK**

28 The County will not contract work which the members of the Union have historically

1 exclusively performed unless it is required by law, is a business necessity, an emergency situation, or
2 to augment the work force on a short term, temporary basis. Except for emergency situations the
3 County will provide notice to the Union of its intent to contract out, upon request, bargain the
4 decision and its effects of that decision. Unless otherwise agreed, under no circumstances will the
5 County agree to any long term or permanent contracting out of bargaining unit work. Nothing in this
6 provision will limit what the County has historically contracted out, and no jobs will be eliminated
7 due to contracting out due to an emergency or to temporarily augment the workforce

8 **ARTICLE 18: REDUCTION-IN-FORCE**

9 *Section 1.* Regular employees laid off as a result of a reduction of work and/or a shortage of
10 funds shall be laid off within the classification according to the employee's date of hire into a
11 bargaining unit position. Regular employees with the least amount of seniority shall be laid off first;
12 however, in the event of two (2) employees having the same seniority, ability, skill and other relevant
13 job-related factors shall be the determining factors on retention.

14 *Section 2.* In the event of a layoff where more senior employees are displaced by lack of
15 funds, curtailment of project, etc., then such employees shall be entitled to bump less senior
16 employees, the intent being that the least senior employees will be laid off first.

17 *Section 3.* Prior to any layoff, all employees other than regular employees in the bargaining
18 unit shall be removed from the payroll first. This shall include temporary employees, interns and
19 probationary employees.

20 *Section 4.* The County agrees to notify the Union at least two (2) weeks in advance, in
21 writing, of any anticipated reduction-in-force. Such notice shall include the names, classifications,
22 and seniority dates of all regular employees within the affected department and the names,
23 classifications, and seniority dates of employees scheduled to be laid off.

24 *Section 5.* Regular employees exercising their bumping rights must be able to qualify for the
25 position into which they propose to bump within a reasonable time of being placed in the position.


26 *Section 6.* Employees laid off shall be recalled in the inverse order of layoff for up to two (2)
27 years from the date of layoff, those with the most seniority being recalled first.

1 **ARTICLE 19: DURATION**

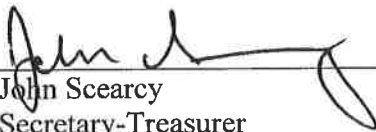
2 This Agreement and each of its provisions shall become effective upon ratification by the
3 King County Council and shall cover the period January 1, 2015 through December 31, 2016.

4 Contract negotiations for 2017 may be initiated by either party providing to the other written
5 notice of its intentions to do so not less than thirty (30) days prior to September 1, 2015.

6
7 APPROVED this 26 day of OCTOBER, 2015.

8
9 By: 
10 King County Executive

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13 International Brotherhood of Teamsters Local 117:

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17 John Searcy
18 Secretary-Treasurer

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cba Code: 231

Addendum A
International Brotherhood of Teamsters Local 117
Print Shop - Graphic Communications
DES (Facilities Management Division)
Wage Addendum

Union Code: L1

Job Class Code	PeopleSoft Job Code	Classification Title	Range
7212100	721201	Bindery Technician	40
7212000	721001	Bindery Technician - Assistant	29
7210100	720901	Copy Center Technician	35
7211000	721602	Pre-Press Production Specialist	46
7211100	721103	Printing Equipment Technician	40

Please refer to the King County Squared Table for rates

18199

ADDENDUM¹⁸¹⁸⁹ B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county's high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero ("0") cost-of-living adjustment (COLA) Agreement intended to address the county's budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating "sound financial management" as well as by recognizing King County employees, the county's "most valued resource," in working with King County to meet the challenges that will be presented during the term of this Agreement.

ADDENDUM B

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

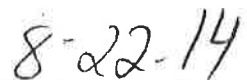
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office



Date

ADDENDUM B

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

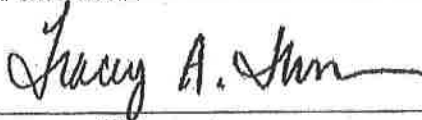
ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Labor Organization: International Brotherhood of Teamsters Local 117

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
412	Teamsters Local 117	Administrator I - Transit, Department of Transportation
456	Teamsters Local 117	Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments
461	Teamsters Local 117	Joint Units Agreement
454	Teamsters Local 117	Legislative Analysts - King County Council
230	Teamsters Local 117	Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)
154	Teamsters Local 117	Professional & Technical and Administrative Employees
155	Teamsters Local 117	Prosecuting Attorney's Office
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office
152	Teamsters Local 117	Transit Section Managers - Department of Transportation
159	Teamsters Local 117	Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources & Parks
156	Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources & Parks
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks

For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson
Secretary-Treasurer

08/21/14
Date

ADDENDUM B
ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

~~ADDENDUM B~~
ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

ADDENDUM B
ADDENDUM A

5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

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ADDENDUM B
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6. This Agreement shall remain in effect through December 31, 2013.

For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson, Secretary-Treasurer

4/25/11

Date

For Office & Professional Employees International Union, Local 8:

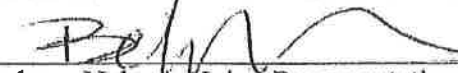


Amanda Saylor, Union Representative

4/25/11

Date


For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

4/26/11

Date



Janet Parks, Union Representative

4/25/11

Date

For Public Safety Employees Union:



Dustin Frederick, Business Manager

4/25/11

Date

For Technical Employees Association:

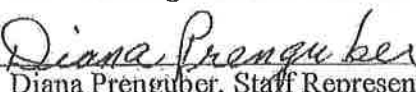


Ade Franklin, President

4.27.11

Date

For Washington State Council of County and City Employees, Council 2:




Diana Prenguber, Staff Representative

4-25-11

Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11

Date

ADDENDUM B
ADDENDUM A
EXHIBIT A

**GROUND RULES FOR KING COUNTY
ADMINISTRATIVE SUPPORT COALITION BARGAINING**

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
 - Fiscal Specialist 1-4
 - Administrative Specialist 1-4
 - Customers Service Specialist 1-4
 - Technical Information Processing Specialist 1-4
 - Administrative Office Assistant
 - Medical Application Specialist (Health)
 - Administrative Specialist Supervisor (Health)
 - Administrative Staff Assistant
 - ~~Application Worker~~ Social Services Specialistand any other classification that the parties may agree to include during the course of negotiations.

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ADDENDUM B
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6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**
 - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

 - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

 - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

 - D. **Location.** Bargaining sessions will be held at downtown County facilities.

8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

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ADDENDUM B
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9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
 - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
 - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

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10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.


KING COUNTY


Elizabeth Ford, Labor Relations Manager

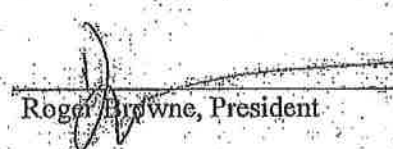
TEAMSTERS LOCAL UNION NO. 117


Spencer Nathan Thal, General Counsel

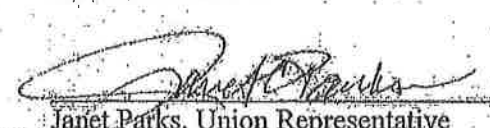
IFPTE, LOCAL 17


Behnaz Nelson, Union Representative

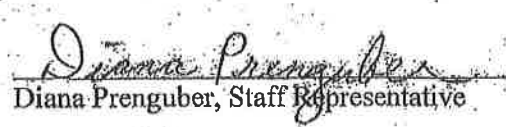
TECHNICAL EMPLOYEES ASSOCIATION


Roger Browne, President

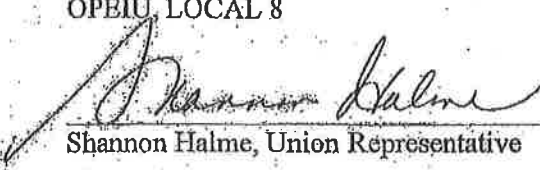
IFPTE, LOCAL 17


Janet Parks, Union Representative

WSCCE, Council 2


Diana Prenguber, Staff Representative

OPEIU LOCAL 8


Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519


Dustin Frederick, Business Manager