AGREEMENT
By and Between
King County
And
Teamsters, Local Union No. 117
Representing
IT Managers and Supervisors

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By and Between
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And
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These Articles constitute an agreement, terms of which have been negotiated in good faith between KING COUNTY ("the County") and Teamsters, Local Union No. 117 ("the Union"). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council.

ARTICLE 1: PURPOSE

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

ARTICLE 2: COUNTY RIGHTS

Section 2.1 The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the express limits of this Agreement. The County shall have the right to demote, discipline and discharge employees; and the right to layoff employees for lack of work, funds, efficiency or for the occurrence of conditions beyond the control of the County. The County shall further have the right to recruit, examine, test, select, hire, appoint, promote, transfer, and train employees; place employees on wage steps; direct and assign work; determine work locations and assign employees to those locations; appraise employee performance; contract out work; develop and modify classification specifications, allocate positions to those classifications, allocate employees to those positions; determine work schedules and assign employees to those schedules; determine the methods and processes by which work is performed; establish rules, procedures and processes; and the right to take whatever actions are necessary in emergencies as determined by the County.

Section 2.2 Payroll System: The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act's

work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION

3.1 Union Recognition

The County recognizes Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all full-time and regular part-time IT Managers and IT Supervisory employees in King County Office of Information Resources Management and all Executive Branch Departments except the Department of Judicial Administration, excluding confidential employees, Directors, Executive Branch Offices, and all other employees.

3.2 Union Membership

A. It is a condition of employment that, within thirty (30) days of the effective date of this Agreement, all employees covered by the Agreement will become and remain members in good standing in the Union, or pay an agency fee to the Union in lieu of membership dues. This requirement will apply to employees who are temporarily appointed to work in a job classification covered by this Agreement if the appointment is expected to last thirty (30) days or more, however, they will not be required to pay initiation fees and become a "member in good standing" if such action is based solely upon an "acting" position status.

B. Employees covered by this Agreement who qualify for an exemption from the requirement for Union membership based on an employee's bona fide religious belief shall contribute an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the Union. The Employee shall furnish the Union with written proof each month that such payments are being made. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

C. Failure by an employee to abide by the provisions of paragraphs A and B will constitute just cause for discharge. If an employee has failed to fulfill the obligations set forth in paragraphs A and B, the Union will provide the employee and the County with seventy-two (72)

hours notice of intent to seek the discharge of the employee. During this period the employee may bring the amount in arrears current to avoid discharge.

D. Upon receipt of written authorization individually signed by a bargaining unit member, the County will deduct from the pay of such employee the amount of dues, initiation fees, assessments, and agency fees as certified by the Union.

E. The Union will indemnify and hold the County harmless against any claims made and any suit instituted against the County on account of any collection of the dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the collection provision, upon presentation of proper evidence thereof.

Section 3.3 Employee Lists

A. Upon request, the County will provide the Union with a current list of all employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit, employment status, job classification, and date of hire into his/her current classification.

B. The County will notify the Union of all new hires, and will notify the Union whenever an employee is moved into or out of a bargaining unit position. The notification will include the employee's name, section and/or unit, employment status, job classification, date of hire and effective date of the personnel action.

ARTICLE 4: HOURS OF WORK/PROBATION

Section 4.1 FLSA: Employees covered by this bargaining unit are employed in a bona fide executive, administrative or professional capacity and are in turn exempt from overtime payments under the Federal Fair Labor Standards Act. Bargaining unit employees are expected to work the hours necessary to satisfactorily perform their jobs.

Section 4.1.1 Executive Leave: Employees may be granted Executive Leave in accordance with County policy, as amended. Employees who are eligible for Executive Leave shall receive at least three (3) days of Executive Leave for 2011, in addition to any discretionary Executive Leave that has been awarded for 2011. Eligible employees will receive three (3) days of Executive Leave for each year of this Agreement, in addition to any discretionary Executive Leave that may be awarded. At such time that the CIO is responsible for approving Executive Leave for bargaining unit

employees, the guarantee of three (3) days ends. The total number of days of Executive Leave cannot exceed ten (10) days in the calendar year. The parties agree to negotiate any guarantee of Executive Leave upon merging of the bargaining unit employees into a department.

Section 4.2 Probation: New hired, rehired, promoted, transferred to another position, recalled and demoted employees shall be on probation for their first six (6) months of service. At the County's discretion, employees may have their probation period extended for up to six (6) additional months

Section 4.3 Alternative Work Schedules and Telecommuting: The County will administer employee requests for alternative work schedules and telecommuting in accordance with its policies, as amended.

ARTICLE 5: WAGE RATES/WORK OUTSIDE OF CLASSIFICATION

Section 5.1 Pay Ranges: The parties agree that the classification titles shall be compensated at the pay ranges and steps as shown in Addendum A.

Section 5.2 Step Movement/Merit: Employees covered by this Agreement shall be compensated pursuant to the County's ten-step plan and merit system, as amended.

Section 5.3 Special Duty: Employees will be eligible for special duty compensation in accordance with KCC 3.15.140 and related County procedures, as amended.

Section 5.4 COLA: Cost of Living adjustments will be pursuant to the Memorandum of Agreement in Addendum B.

ARTICLE 6: HOLIDAYS

Section 6.1 Regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's 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 6.2 Personal holidays shall be administered through the vacation plan. One (1) day shall be available for use in the pay-period including the first of October and one (1) in the pay-period including the first day of November each year.

Section 6.3 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 6.4 An employee must be in a pay status the employee's scheduled work day before, and employee's scheduled work day after a holiday in order to receive holiday pay. An employee leaving County employment the day prior to the holiday shall not receive holiday pay. However, an employee who has successfully completed at least five (5) years of county service and who retires at the end of the month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

ARTICLE 7: VACATION

Section 7.1 Regular, probationary, provisional and term-limited temporary employees shall accrue vacation leave 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

Section 7.2 Employees shall accrue vacation leave from their date of hire in a leave eligible position.

Section 7.3 Leave eligible part-time employees may accrue vacation leave prorated to reflect their normally scheduled work week.

Section 7.4 Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position, except if using vacation leave for a qualifying reason under the Washington Family Care Act. An employee leaving County employment prior to successfully completing their first six (6) months of County service shall forfeit and not be paid for accrued vacation leave.

Section 7.5

A. Except as modified by a VEBA agreement, employees shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount as provided under Section 7.5 if they have successfully completed their first six (6) months of County service and leave in good standing. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

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

Section 7.6 Full-time employees eligible for leave may accrue up to sixty (60) days (480 hours) of vacation. Leave eligible part-time employees may accrue an annual maximum of vacation leave prorated to reflect their normally scheduled work week. Leave eligible employees shall continue to accrue vacation in excess of the maximum during the calendar year in which they reach the maximum; however they must use vacation leave beyond the maximum accrual amount on or before December 31 of each year. Employees shall forfeit the excess accrual on December 31st of each year; unless the employee has received approval in accordance with County policies and procedures to carry over excess vacation accrual into the following year.

Section 7.7 If an employee resigns from a full-time regular or part-time regular position in good standing or is laid off and subsequently returns to County employment within two (2) years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Section 7.1.

Section 7.8 Employees eligible for leave shall not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this Article.

Section 7.9 No employee eligible for leave shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.

ARTICLE 8: SICK LEAVE

Section 8.1 Regular, provisional, probationary and term-limited temporary employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status excluding overtime up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously earned. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

Section 8.2 During the first six (6) months of service in a leave eligible position, employees eligible to accrue vacation leave may, at the supervisor's discretion, use any accrued days of vacation leave as an extension of sick leave. Employees may have additional rights to use vacation leave for qualifying reasons under the Washington Family Care Act. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

Section 8.3 Separation from or termination of County employment except by reason of layoff or separation for non disciplinary medical reason, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, be separated for a non-disciplinary medical reason or be laid off and return to County employment within two (2) years, accrued sick leave shall be restored; provided, that such restoration shall not apply where the former employment was in a term-limited position.

Section 8.4 Except as modified under a VEBA agreement employees eligible to accrue leave and who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County employment.

Section 8.5 An employee must use all of his or her sick leave and any donated sick leave before taking unpaid leave for his or her own health reasons. If the injury is compensable under the

County's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons, he or she may set aside a reserve of up to eighty (80) hours of accrued sick leave. Except as provided under the Washington Family Care Act, an employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority.

Section 8.6 Accrued sick leave shall be used for the following reasons:

A. The employee's bona fide injury or illness; provided, that an employee who suffers an occupational injury or illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee. An employee who does not choose to augment worker's compensation payments with the use of accrued sick leave shall notify the worker's compensation office in writing at the beginning of the leave. Absent such notification, sick leave will automatically be used to supplement such payments. An employee may not collect sick leave for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

B. Exposure to contagious diseases and resulting quarantine.

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

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

E. To care for the employees child if the child has an illness or health condition that requires treatment or supervision from the employee.

F. To care for other family members, if:

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

2. the family member is the employee's spouse or domestic partner; the employee's child, a child of the employee's spouse or domestic partner; the parent of the employee,

employee's spouse or domestic partner; grandparent of the employee; or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and

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

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

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

c. care of a family member who suffers from a serious health condition; or

d. the emergency condition of the employee's spouse, parent, parent-in-law, or grandparent.

4. To the extent that Washington State law provides greater benefits for use of paid leave for family care, that state law shall prevail.

Section 8.7 An employee who has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months may take a total of up to eighteen (18) weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 8.6.E and 8.6.F combined, within a twelve (12) month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

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

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

C. If an employee requests intermittent leave or leave on a reduced leave schedule

under Section B. above, that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

D. Use of donated leave shall run concurrently with the eighteen (18) work week family medical leave entitlement.

E. The County shall continue its contribution toward health care during any unpaid leave taken under this Section.

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

1. the same position he or she held when the leave commenced; or

2. a position with equivalent status, benefits, pay and other terms and conditions of employment; and

3. the same seniority accrued before the date on which the leave commenced.

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

Section 8.8 Management and employees are responsible for the proper administration of the sick leave benefit.

ARTICLE 9: GENERAL PAID LEAVES

Section 9.1 Bereavement Leave

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

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

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

D. In the application of any of the foregoing provisions, when a holiday or regular

day off falls within the prescribed period of absence, it shall not be charged against the employee's sick leave account or bereavement leave credit.

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

Section 9.2 Organ Donor Leave

A. Employees eligible for paid leave who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions may take up to five (5) days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

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

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

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

Section 9.3 Leave for School Volunteer Service: The Supervisor shall allow the use of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the school attended by the employee's child, the employee's grandchild, the child of the employee's domestic partner, or child that resides in the employee's home. Employees requesting to use sick leave for this purpose shall submit such request in writing specifying the name of the school and the nature of the volunteer services to be performed.

Section 9.4 Jury Duty: Any employee eligible for leave benefits who is ordered on a jury shall be entitled to his or her regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services. Employees shall report back to their work supervisor when dismissed from jury service.

Section 9.5 Military Leave: A leave of absence for active military duty or active military training duty shall be granted to eligible employees in accordance with applicable provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the appointing authority in writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

Section 9.6 Unpaid Leaves of Absence

A. Short-Term Leaves of Absence. A leave of absence without pay for a period not exceeding thirty (30) consecutive days may be granted by the director.

B. Long-Term Leaves of Absence: The Director of Human Resources may grant a request for a leave of absence for a period longer than thirty (30) days with the favorable recommendation of the director. Long-Term leaves may be conditional or unconditional, with any conditions set forth in writing at the time that the leave is approved, not to exceed one (1) year.

Section 9.7 Donation of Leaves

A. Vacation leave hours.

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

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

3. Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety days or due to the death of the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation leave payoff provisions contained in Article 7. For purposes of this section, the first hours used by an employee shall be accrued vacation leave hours.

B. Sick leave hours.

1. Any employee eligible for leave benefits may donate a portion of his or her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employees' department director(s).

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

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

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

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

Section 9.8 Examination Leave: Employees eligible for leave benefits shall be entitled to necessary time off with pay for the purpose of taking county qualifying or promotional examinations. This shall include time required to complete any required interviews.

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

The County presently participates in group medical, dental, vision, disability, AD&D and life insurance programs for eligible regular, probationary, provisional and term-limited temporary employees and their eligible dependents. The County will maintain the current level of benefits unless modified by the Joint Labor-Management Insurance Committee.

ARTICLE 11: REDUCTION IN FORCE

Section 11.1. The terms of this Article apply to regular employees.

Section 11.2. Notice. When the elimination of a position results in laying off an employee, the County shall provide written notice to the affected employee, with a copy sent to the Union, at least thirty (30) calendar days prior to the effective date of the layoff.

Section 11.3. Layoff.

A. A layoff will be by position within the department. If there is more than one (1) position in the same classification performing the same or substantially similar body-of-work (BOW), as determined by the County, in the same department, the least senior person will be laid off first. For purposes of these procedures, the term department shall also apply to OIRM.

B. An employee who is eligible to bump will have five (5) work days from the time of written notification of layoff to notify the County of his/her intent to exercise his or her bumping rights. An employee will forfeit his or her bumping rights if his or her written notice is not submitted within five (5) days. The County can, if it determines that there are warranting circumstances, accept a late filed notice from the employee.

Section 11.4. Bumping.

A. An employee who is notified of being laid off may bump the least senior person in the same bargaining unit classification in his or her department if qualified for the position as determined by the County.

B. An employee who is unable to bump in accordance with Section 11.4.A can bump the least senior employee in the bargaining unit classification the laid off employee has previously held as a career service employee in his or her department, if any; provided:

a. The employee bumping has more seniority than person being bumped, and

b. The employee is qualified to perform the BOW of the position as determined by the County.

c. If the employee bumping has held more than one position in a bargaining unit classification, he or she can elect to bump into any of his or her prior bargaining unit positions in his or her department as provided under subsections a and b above.

C. An employee who is unable to bump as provided in accordance with Section 11.4.B can bump the least senior employee in a lower paid bargaining unit classification in his or her department, if any; provided:

a. The employee bumping has more seniority than person being bumped, and

b. The employee is qualified to perform the BOW of the position as determined by the County.

Section 11.5. Recall: A regular employee who is laid off will have recall rights to his or her previous position for two (2) years from the date of layoff. An employee retains his or her recall rights even if he or she accepts another position with the County which is paid at a lower salary than the position he or she was laid-off from or the position is temporary. An employee who is laid off shall forfeit his or her recall rights if he or she refuses a recall. The recall procedures will be determined by the County and laid-off employees will be notified of same.

Section 11.6. Reinstatement: An employee recalled within two (2) years from the time of layoff will have any forfeited sick leave accruals and vacation leave accrual rate restored.

Section 11.7. Reopener: The parties agree to reopen this Article in the event that the bargaining unit employees are reorganized into a single department.

ARTICLE 12: GRIEVANCE PROCEDURE

Section 12.1 The Union and the County recognize the importance of settling issues in a fair and responsible manner at the lowest possible level of supervision.

Section 12.2 Grievance Definition:

A. An issue raised by an employee or the Union regarding the interpretation and/or application of this Agreement or applicable policies, rules or procedures. The Union may file a non-disciplinary grievance at Step 2 of the grievance procedure if it is in the interest of a majority of the

employees in the bargaining unit. A grievance, whether filed by the employee or Union, must contain a description of the event, when the event took place and/or when the employee/Union had knowledge of the event, the Article(s) allegedly violated, and the remedy sought.

Section 12.3 Grievance/Arbitration Steps:

A. Grievance: A grievance shall be processed in accordance with the following procedures:

Step 1: A grievance, in order to be timely, shall be submitted in writing within twenty (20) days of the event or knowledge of the event by the employee to the department director or CIO who will refer it to his or her designee. The director's or CIO's designee will convene a meeting with the employee to discuss the grievance and issue a written response to the employee with a copy to the Union, the CIO and Labor Negotiator within twenty (20) days of the County's receipt of the grievance.

Step 2: If the grievance is not resolved at Step 1, it shall be forwarded in writing to the department director or CIO, depending on whether the employee is in a department or OIRM, within twenty (20) days of when the Step 1 written response was sent in order to be timely. The director/CIO, or his or her designee who did not hear the grievance at Step 1, will convene a meeting with the employee and the Union within twenty (20) days after receipt of the grievance. The director/CIO or designee will respond in writing to the grievance within twenty (20) days after the meeting and send a copy of the grievance response to the Union, CIO and Labor Negotiator. If the grievance is filed by the Union at Step 2 on behalf of the bargaining unit, it will be presented in writing to the CIO within twenty (20) days of the event or knowledge of the event. The CIO or his or her designee will meet with the Union within twenty (20) days after receipt of the grievance and respond to the grievance in writing within twenty (20) days of the meeting. Copies of the response will be sent to the department directors and Labor Negotiator.

Step 3: If the grievance is not resolved at Step 2, it shall be forwarded in writing to the Director of Labor Relations or his or her designee within twenty (20) days of when the Step 2 written response was sent in order to be timely. The director or designee will convene a meeting with the employee and the Union within twenty (20) days after receipt of the grievance.

The director or designee will respond in writing to the grievance within twenty (20) days after the meeting and send a copy of the grievance response to the Union, CIO and department director(s).

Step 4: If the grievance is not resolved at Step 3, either of the parties to this Agreement may submit the grievance to arbitration within twenty (20) days of the when the Step 3 response was sent. The Union's submittal to arbitration will be filed in writing with the Director of Labor Relations.

B. Arbitration: The Director of Labor Relations or his or her designee and the Union shall select a third disinterested party to serve as the arbitrator. In the event they are unable to agree, then the arbitrator shall be selected from a list of at least seven names furnished by the Federal Mediation and Conciliation Service (FMCS) or Public Employment Relations Commission (PERC), whichever source is mutually acceptable. The arbitrator shall be selected from the list by each party alternately striking a name from the list until one name remains; the first strike to be determined by a coin flip.

1. 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 written Agreement in reaching a decision on the issue.

2. No matter may be arbitrated which the County, by law, has no authority over or has no authority to change.

3. Each party to an arbitration proceeding shall bear the full costs of its representatives, including legal representatives, and witnesses regardless of the outcome of the arbitration. The arbitrator's fees and expenses, and any court reporter's fee and expenses agreed to by the Union and the County shall be borne equally by both parties.

4. The decision of the arbitrator shall be final and binding upon the County, the Union, and the employee involved.

5. Any arbitrator selected under Step 4 shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association, unless otherwise agreed to in writing by the parties.

Section 12.4 Exclusive Procedure: Selection of this conflict resolution procedure for the

resolution of a grievance shall preclude the use of any other procedure in resolving the matter at issue.

Section 12.5 Time Limits: Time limits may be extended by written consent of the parties.

Section 12.6 Temporaries: Probationary, provisional, temporary and term-limited temporary employees are employed at will and cannot use the procedures of this Article to grieve or otherwise appeal discipline or a job separation action of any kind.

Section 12.7 Mediation: By mutual agreement, the parties can move a grievance to mediation with the County's ADR program or other meditation service if mutually agreed.

ARTICLE 13: 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, gender identity, ancestry or disability. Allegations of violation of this Section shall be grieved and arbitrated under Article 12 of this Agreement as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

ARTICLE 14: SAVINGS CLAUSE

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

ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 15.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps

to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 15.2 Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section 15.3 Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without leave. The County may consider such absence a resignation. Such employees are also subject to discharge, suspension, or other disciplinary action.

ARTICLE 16: WAIVER CLAUSE

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

ARTICLE 17: MISCELLANEOUS

Section 17.1 Transportation Reimbursement: All employees who have been authorized to use their own personal transportation on County business shall be reimbursed at the current rate set by the County Council during the life of this Agreement.

Section 17.2 Transit/Bus Passes: Eligible employees, as determined by their respective employment status, shall receive transit passes in accord with the King County Code 3.12.188.

Section 17.3 Shop Stewards, Union Activities and Representation:

A. Union Representatives (Staff) may visit the work location of employees covered by the Agreement at any reasonable time. They shall report to the employee's appropriate manager/designee upon arrival at the work site being visited. Such visit cannot unreasonably

interfere with business.

B. The Union will furnish the CIO and the Labor Negotiator with the names of Shop Stewards. When contract administration business is conducted during working hours, the steward is responsible for clearing the time taken away from work with his/her manager or supervisor.

C. The Union shall be allowed use of bulletin board space to post Union notices. Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and remove Union materials, and only materials originating from the Union office and bearing the Union logo or signed by a staff representative of the Union may be posted on the Union bulletin board space.

D. Union stewards may make limited use of County telephones and FAX machines for the purposes of contract administration, in accordance with County policy. In addition, stewards may use the County electronic mail system for communications related to contract administration, provided they comply with King County policies governing electronic mail and internet use. In no circumstances shall use of the County equipment interfere with County operations.

Section 17.4 Seniority:

A. All regular employees shall accrue seniority from the date of hire with the County.

B. Term-limited temporary (TLT) employees subsequently hired into a regular position without a break in service, and who complete the probationary period, shall be credited with seniority retroactive to date of hire as a TLT employee.

C. Seniority shall be defined as the adjusted service date with the County.

Section 17.5 Discipline:

A. The County may discipline and discharge regular employees for just cause.

B. Discipline may include, but is not limited to, written reprimands, demotion, wage reduction, suspensions without pay and discharge. Counseling and letters of expectation are not considered discipline.

Section 17.6 Review of Personnel Files:

A. Upon request, an employee can schedule an appointment to review his/her personnel file. An employee may authorize, in writing, that his/her Union representative may obtain a copy of his/her personnel file. An employee may also review and copy, upon request, any files to

which s/he has a legal right to access. An employee who challenges material included in his or her personnel file is permitted to insert material relating to that challenge into their personnel file.

B. A copy of any discipline document or document related to performance that is placed into an employee's personnel file shall be provided to the employee.

Section 17.7 Contracting Out

A. The County shall not contract out work performed by members of the bargaining unit if the contracting of such work results in layoff.

B. If, in order to secure funding for a specific project, program or service, the County is required to contract all or part of the work to be performed due to limitations imposed by the funding agreement, such contracting shall not be considered a violation of the Agreement. In such instances, the Union shall be officially notified in advance.

Section 17.8 Western Conference of Teamster Pension: The County and the Union agree to re-open negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties understand and agree that negotiating will only occur after a majority of the bargaining unit employees vote in favor of participating in the Plan, and all bargaining unit employees must participate.

Section 17.9 Modifications to Classification: The parties agree that while the County has the right to modify job classifications, it will discharge its legal bargaining obligations before implementing the change(s).

Section 17.10 Employment in a Temporary FLSA Non-exempt Status: Employees may be temporarily converted from FLSA exempt to FLSA non-exempt status when in the benefit of the County, e.g., when working an intermittent work schedule while on FMLA. When converted to a FLSA non-exempt status, the employee will be paid on an hourly basis and eligible for overtime in accordance with law. Further, the employee will be eligible for the paid leaves identified under this Agreement but accrued and paid as provided under the Personnel Guidelines for FLSA non-exempt employees.

ARTICLE 18: DURATION

This Agreement and each of its provisions shall be in full force and effect when ratified by the parties and adopted by the Metropolitan King County Council, unless a different effective date is specified herein, and covers the period of February 1, 2011 through January 31, 2014. Written notice to begin negotiations for a successor to this Agreement shall be served by either party upon the other at least ninety (90) days prior to the expiration date.

APPROVED this 23 day of JUNE, 2011.

By _____
King County Executive

_____
Teamsters, Local Union No. 117

cba Code: 456

Union Code(s): 0117V
F16

ADDENDUM A
WAGE ADDENDUM

Job Class Code	MSA Job Code	PeopleSoft Job Code	Classification Title	Range
7333100	8072	736805	Distributed Systems/LAN/PC Sup	68
1230100	8055	123002	IT Enterprise Manager I	75
1230200	8056	123102	IT Enterprise Manager II	77
1230300	8057	123202	IT Enterprise Manager III	79
1231100	8058	123303	IT Manager I	75
7332100	8073	736606	IT Supervisor I	72
7332200	8053	736704	IT Supervisor II	75
1232100	8062	123602	IT Project Director (TLT)	85
1242100	8064	124202	Chief Information Security Officer	77
1261200	8027	126202	IT Service Delivery Manager II	79
7341100	3163	740102	IT Services Supervisor*	72
7305100	3164	739102	IT Services Manager I*	75
7306100	3165	739202	IT Services Manager II*	77
7307100	3166	739302	IT Services Manager III*	79
1261200	8027	126202	IT Service Deliver Manager*	79
1241100	8063	124102	Strategic Information Resource Manager	79
7331300	8054	736502	IT Project Manager III	75
For rates, please refer to the King County Squared Salary Schedule				

Wage Reopener: The parties agree to reopen the contract to negotiate wage range and step placements if during the term of the Agreement the County implements across the board wage range adjustments for non-represented employees in similar pay ranges in the Executive Branch.

Probation Waiver: The following procedures apply solely to the implementation of new classifications for the bargaining unit during the term of the Agreement.

1. The employee's supervisor determines the employee has satisfactorily performed the same BOW of the position for at least one year; HR SDMII reviews and concurs with the supervisor. The probation period is waived.

2. The employee's supervisor determines the employee has satisfactorily performed substantially similar BOW of the position for at least one year; HR SDMII reviews and concurs with the supervisor. Some or all of the probationary period may be waived, if approved by the director/designee.

3. The director/designee will decide whether to waive the probation in whole or in part if the supervisor and HR SDMII do not concur.

Classifications under the Wage Addendum marked with an "*" are new classifications that are affected by this provision. However, there may be additional classifications added during the term of the Agreement which will also be subject to this provision.

ADDENDUM B
Memorandum of Agreement
By and Between
King County
And
Teamsters, Local Union No. 117
Representing
IT Managers and Supervisors

Subject: 2010 Cost of Living Adjustment

The parties agree that bargaining unit members, including those who have terminated or retired, who being paid a 2009 salary, or were being paid at the 2009 salary at the time they terminated employment, will have their salary increased and paid at the 2010 County Squared Table salary rate retroactively to January 1, 2010.

APPROVED this 23 day of JUNE, 2011.

By _____
King County Executive

_____
Teamsters, Local Union No. 117

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by International Brotherhood of Teamsters Local 117 - Information Technology Managers and Supervisors - Office of Information Resource Management (IT Central), Executive Branch Departments

cba Code	Union	Contract
456	Teamsters Local 117	Information Technology Managers and Supervisors - Office of Information Resource Management (IT Central), Executive Branch Departments

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and International Brotherhood of Teamsters Local 117 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>
Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. <u>2013 COLA</u>
Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. <u>2014 COLA</u>
Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. 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.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For International Brotherhood of Teamsters Local 117:

5/24/11
Date

For King County:

Patti Cole-Tindall

5-26-11
Date

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