



## King County

### Metropolitan King County Council Budget and Financial Management Committee

#### STAFF REPORT

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Agenda Item No.:	7	Date:	19 Jul 2011
Proposed Ordinance No.:	2011-0291	Prepared by:	Nick Wagner

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#### SUBJECT

A proposed collective bargaining agreement and a memorandum of agreement between King County and Teamsters, Local 117, covering information technology managers and supervisors in the executive branch.

#### SUMMARY

Proposed Ordinance 2011-0291 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) (pp. 7-33 of these materials) and a memorandum of agreement (MOA) (pp. 35-37 of these materials) between King County and Teamsters, Local 117 (the Union), covering 58 employees in the Office of Information Resource Management and the Departments of Transportation, Natural Resources and Parks, Community and Human Services, Public Health, Development and Environmental Services, Adult and Juvenile Detention, and Executive Services for the three-year period from February 1, 2011, through January 31, 2014.

#### BACKGROUND

The 58 employees covered by the CBA include “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.” CBA § 3.1 (p. 9 of these materials).

The bargaining unit employees oversee the work of almost 500 information technology staff. They not only help to provide standard information technology services, such as email, internet access, and safeguarding and storing data, but also develop and maintain specialized applications such as those required for booking inmates into the jail, running the payroll systems, and scheduling buses. The services that these employees support include public transportation, health and safety for at-risk populations, water quality, access to public records, voting, registering pets online, and many others. Transmittal letter, pp. 47-49 of these materials.

## ANALYSIS

Since this is a newly-organized bargaining unit, the entire CBA is new. The most important provisions of the proposed new CBA are described below.

### A. Noteworthy CBA provisions

#### 1. COLAs

The CBA (in Section 5.4 (p. 11 of these materials), Addendum B (p. 33 of these materials)), and the MOA (pp. 35-37 of these materials) provide for the following cost of living adjustments (COLAs):

Year	Formula	COLA
2010	90% of CPI-W for All Cities, with 2% floor	2.00%
2011	None	Zero
2012	90% of CPI-W for Seattle-Tacoma-Bremerton	1.77%
2013	95% of CPI-W for Seattle-Tacoma-Bremerton	1.88%
2014	95% of CPI-W for Seattle-Tacoma-Bremerton	1.93%

The COLA for 2010 is consistent with the county's agreements with other collective bargaining units for those years. It will need to be paid retroactively.

The COLAs for 2011-2014, including the zero COLA for 2011, are consistent with the COLA agreements that have been entered into by the vast majority of the County's represented employees. The fiscal impact of the COLAs is described in section C below.

Like the COLA agreements with other bargaining units, this CBA includes a COLA reopener provision that is 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." (MOA § 1, p. 36 of these materials)

#### 2. Grievance Process

Like several other recent collective bargaining agreements, the CBA includes as step 3 in the grievance process an appeal to the County's Director of Labor Relations. CBA § 12.3.A (pp. 24-25 of these materials). As described in previous transmittals from the Executive, this is intended to give the parties a more effective means of resolving issues to their mutual satisfaction, rather than having to resort to litigation.

### **3. Reopener re. Transition to Common Biweekly Payroll System**

Section 2.2 of the CBA (pp. 8-9 of these materials) acknowledges the county's right to implement "a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks" and provides that the CBA may be reopened to negotiate these standardized pay practices, to the extent required by law.

### **4. Contingent Wage Reopener**

CBA Addendum A (p. 32 of these materials) provides in part: "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."

### **5. Exempt from Overtime Payments**

Section 4.1 of the CBA (p. 10 of these materials) provides that the members of 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."

## **B. Consistency with Labor Policies**

The proposed new CBA appears to be consistent with the County's adopted labor policies.

## **C. Projected Fiscal Impact**

The fiscal impact of the proposed new CBA is summarized in the Executive's Fiscal Note (pp. 43-45 of these materials). From a base cost of \$6,877,131 in 2010, the CBA is expected to result in the following annual cost increases, due entirely to the COLAs described in section A.1 above:

	<b>Projected Cost Increase</b>	<b>Projected COLA</b>
<b>2010</b>	\$80,957 (retroactive)	2.00%
<b>2011</b>	\$0	Zero
<b>2012</b>	\$124,942	1.77%
<b>2013</b>	\$135,056	1.88%
<b>2014</b>	\$141,254	1.93%

The Executive's transmittal letter describes the CBA as "compar[ing] favorably with other settlements" and as being within the County's capacity to finance (p. 48 of these materials).

**LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.  
(Transmittal letter, p. 48 of these materials)

**INVITED**

- 1. Robert Railton, Labor Negotiator, King County Office of Labor Relations
- 2. Matthew House, Public Sector Coordinator, Teamsters, Local 117

**ATTACHMENTS**

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  - b. Att. B (Memorandum of Agreement re. COLAs) ..... 35
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**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 14, 2011**

**Ordinance**

**Proposed No.** 2011-0291.1

**Sponsors** Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement and memorandum of agreement  
3 negotiated by and between King County and International  
4 Brotherhood of Teamsters Local 117 (Information  
5 Technology Managers and Supervisors - Office of  
6 Information Resource Management (IT Central), Executive  
7 Branch Departments) representing employees in the  
8 departments of natural resources and parks, transportation,  
9 executive services, community and human services, public  
10 health, development and environmental services, adult and  
11 juvenile detention, and the office of the executive; and  
12 establishing the effective date of said agreements.

13 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

14 SECTION 1. The collective bargaining agreement and memorandum of  
15 agreement negotiated by and between King County and International Brotherhood of  
16 Teamsters Local 117 (Information Technology Managers and Supervisors - Office of  
17 Information Resource Management (IT Central), Executive Branch Departments)  
18 representing employees in the departments of natural resources and parks, transportation,  
19 executive services, community and human services, public health, development and

20 environmental services, adult and juvenile detention, and the office of the executive and  
21 attached hereto are hereby approved and adopted by this reference made a part hereof.

22        SECTION 2. Terms and conditions of said agreements shall be effective from  
23 February 1, 2011, through and including January 31, 2014.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Agreement By and Between King County and Teamsters, Local Union No. 117  
Representing IT Managers and Supervisors, B. Memorandum of Agreement By and Between King  
County and International Brotherhood of Teamsters Local 117 Addressing the 2011 Budget Crisis

**AGREEMENT  
By and Between  
King County  
And**

**Teamsters, Local Union No. 117  
Representing  
IT Managers and Supervisors**

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ATTACHMENT: MEMORANDUM OF AGREEMENT ADDRESSING THE  
2011 BUDGET CRISIS





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

#### 4 **ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION**

##### 5 **3.1 Union Recognition**

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

##### 12 **3.2 Union Membership**

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

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

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

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

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

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

10           **Section 3.3 Employee Lists**

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

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

18           **ARTICLE 4: HOURS OF WORK/PROBATION**

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

23           **Section 4.1.1 Executive Leave:** Employees may be granted Executive Leave in accordance  
24 with County policy, as amended. Employees who are eligible for Executive Leave shall receive at  
25 least three (3) days of Executive Leave for 2011, in addition to any discretionary Executive Leave that  
26 has been awarded for 2011. Eligible employees will receive three (3) days of Executive Leave for  
27 each year of this Agreement, in addition to any discretionary Executive Leave that may be awarded.

28 At such time that the CIO is responsible for approving Executive Leave for bargaining unit

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

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

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

11 **ARTICLE 5: WAGE RATES/WORK OUTSIDE OF CLASSIFICATION**

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

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

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

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

1 **ARTICLE 6: HOLIDAYS**

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

4

5 New Year's Day	January 1st
6 Martin Luther King Jr.'s Birthday	Third Monday in January
7 President's 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 Nov.
13 Day after Thanksgiving	
14 Christmas Day	December 25th
Two (2) Personal Holidays	

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

17           **Section 6.2** Personal holidays shall be administered through the vacation plan. One (1) day  
18 shall be available for use in the pay-period including the first of October and one (1) in the pay-period  
19 including the first day of November each year.

20           **Section 6.3** For holidays falling on a Saturday, the Friday before shall be a paid holiday. For  
21 holidays falling on a Sunday, the Monday following shall be a paid holiday.

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

1 **ARTICLE 7: VACATION**

2 **Section 7.1** Regular, probationary, provisional and term-limited temporary employees shall  
3 accrue vacation leave as described in the following table:

4

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

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

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

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

1           **Section 7.5**

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

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

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

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

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

26           **Section 7.9** No employee eligible for leave shall work for compensation for the County in  
27 any capacity during the time that the employee is on vacation leave.  
28

1 **ARTICLE 8: SICK LEAVE**

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

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

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

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

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

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

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

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

17 B. Exposure to contagious diseases and resulting quarantine.

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

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

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

24 F. To care for other family members, if:

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 11 1. the same position he or she held when the leave commenced; or
- 12 2. a position with equivalent status, benefits, pay and other terms and  
13 conditions of employment; and
- 14 3. the same seniority accrued before the date on which the leave commenced.

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

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

19 **ARTICLE 9: GENERAL PAID LEAVES**

20 **Section 9.1 Bereavement Leave**

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

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

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

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

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

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

7 **Section 9.2 Organ Donor Leave**

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

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

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

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

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

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

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

11           **Section 9.6 Unpaid Leaves of Absence**

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

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

18           **Section 9.7 Donation of Leaves**

19           **A. Vacation leave hours.**

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

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

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

6                   **B. Sick leave hours.**

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

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

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

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

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

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

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

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

6 **ARTICLE 11: REDUCTION IN FORCE**

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

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

11 **Section 11.3. Layoff.**

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

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

21 **Section 11.4. Bumping.**

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

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

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

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

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

6                   C. An employee who is unable to bump as provided in accordance with Section  
7 11.4.B can bump the least senior employee in a lower paid bargaining unit classification in his or her  
8 department, if any; provided:

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

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

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

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

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

22 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

25                   **Section 12.2 Grievance Definition:**

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

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

4 **Section 12.3 Grievance/Arbitration Steps:**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

8 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

9 The County and the Union shall not unlawfully discriminate against any individual employees  
10 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,  
11 sex, religion, national origin, religious belief, marital status, age, sexual orientation, gender identity,  
12 ancestry or disability. Allegations of violation of this Section shall be grieved and arbitrated under  
13 Article 12 of this Agreement as the sole and exclusive remedy for violations. Arbitrators shall apply  
14 appropriate law in rendering decisions based upon claims of discrimination.

15 **ARTICLE 14: SAVINGS CLAUSE**

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

22 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

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

## 12 **ARTICLE 16: WAIVER CLAUSE**

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

## 19 **ARTICLE 17: MISCELLANEOUS**

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

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

### 25       **Section 17.3 Shop Stewards, Union Activities and Representation:**

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

1 interfere with business.

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

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

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

14           **Section 17.4 Seniority:**

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

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

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

20           **Section 17.5 Discipline:**

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

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

25           **Section 17.6 Review of Personnel Files:**

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

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

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

#### 5 **Section 17.7 Contracting Out**

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

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

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

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

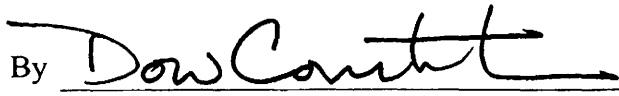
21 **Section 17.10 Employment in a Temporary FLSA Non-exempt Status:** Employees may  
22 be temporarily converted from FLSA exempt to FLSA non-exempt status when in the benefit of the  
23 County, e.g., when working an intermittent work schedule while on FMLA. When converted to a  
24 FLSA non-exempt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

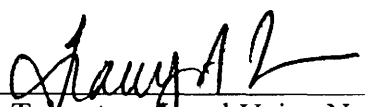
1 **ARTICLE 18: DURATION**

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

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APPROVED this 23 day of JUNE, 2011.

By   
King County Executive

  
Teamsters, Local Union No. 117

1  
2 cba Code: 456

Union Code(s): 0117V  
F16

3  
4 **ADDENDUM A**  
**WAGE ADDENDUM**

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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

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

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

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

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

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

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



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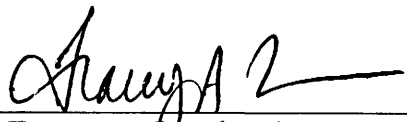
**ADDENDUM B**  
**Memorandum of Agreement**  
**By and Between**  
**King County**  
**And**  
**Teamsters, Local Union No. 117**  
**Representing**  
**IT Managers and Supervisors**

**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

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Attachment B

**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. 2012 COLA**

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. 2013 COLA**

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. 2014 COLA**

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.

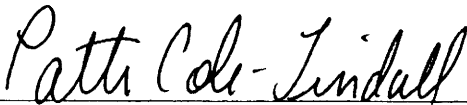
For International Brotherhood of Teamsters Local 117:



5/24/11

Date

For King County:



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

5-26-11

Date

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## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
International Brotherhood of Teamsters Local 117 (Information Technology Managers and Supervisors - Office of Information Resource Management (IT Central), Executive Branch Departments) and memorandum of agreement
<b>Labor Negotiator</b>
Robert Railton

<b><i>Prosecuting Attorney's Review</i></b>	Yes
<b><i>Document Tracking System Routing Form; Motion or Ordinance</i></b>	Yes
<b><i>Executive Letter</i></b>	Yes
<b><i>Fiscal Note</i></b>	Yes
<b><i>Six Point Summary</i></b>	Yes
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	Yes
<b><i>Ordinance</i></b>	Yes
<b><i>Original Signed Agreement(s)</i></b>	Yes
<b><i>Does transmittal include MOU/MOA? x1</i></b>	Yes

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. This is a new collective bargaining agreement.
2.
3.
4.
5.
6.

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**CONTRACT SUMMARY**

**CONTRACT:** International Brotherhood of Teamsters Local 117  
(Information Technology Managers and Supervisors -  
Office of Information Resource Management (IT Central),  
Executive Branch Departments) and memorandum of  
agreement

**TERM OF CONTRACT:** February 1, 2011, through January 31, 2014

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** The employees in this bargaining unit provide leadership to almost 500 IT staff and oversee the delivery of IT services throughout King County.

**NEGOTIATOR:** Robert Railton

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Layoff is by position and seniority based if there is more than one employee performing substantially similar work. The contract also allows for bumping less senior employees in the classification or former classification held by the employee.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties' negotiations were based on meeting both parties' interests.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The contract contains language prohibiting discrimination in the terms and conditions of the bargaining unit's members' employment with King County.
➤ <b>CONTRACTING OUT OF WORK:</b>	Contracting of work cannot result in layoff.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The contract does not provide for a labor-management committee.
➤ <b>MEDIATION:</b>	The contract provides for mediation on mutual agreement.
➤ <b>CONTRACT CONSOLIDATION:</b>	The contract covers supervisors and managers who work in several executive departments and the Office of Information Resource Management.
➤ <b>HEALTH BENEFITS COST SHARING:</b>	This contract adopts the county's Joint Labor Management Insurance Committee health benefits plan.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The parties were diligent to negotiate this contract as expeditiously as possible.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** International Brotherhood of Teamsters Local 117  
(Information Technology Managers and Supervisors -  
Office of Information Resource Management (IT Central),  
Executive Branch Departments) and memorandum of  
agreement

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The contract provides for the employment of temporary and part-time workers consistent with King County Code and applicable procedures.

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	Some members of this bargaining unit are being paid pursuant to the biweekly payroll system and the remaining members are moving to the biweekly payroll system on January 1, 2012.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	This bargaining unit is not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	The contract contains language prohibiting strikes or other similar concerted activities.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	The contract provides for executive leave in accordance with county policy with a guarantee of three days each calendar year.
➤ <b>HOURS OF WORK:</b>	The standard schedule for bargaining unit members is a 40 hour workweek. They are expected to work the hours necessary to satisfactorily perform their jobs without additional compensation.
➤ <b>PERFORMANCE EVALUATIONS:</b>	Performance evaluations are pursuant to the county's merit procedures.



# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	International Brotherhood of Teamsters Local 117 (Information Technology Managers and Supervisors - Office of Information Resource Management (IT Central), Executive Branch Departments)	
<b>Effective Date:</b>	February 1, 2011 – January 31, 2014	
<b>Affected Agency and/or Agencies:</b>	Many Departments	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004

Department Sign Off:	Greg Babinski, Finance and Marketing Manager, GIS/DNRP	<b>Phone:</b> 263-3753
Department Sign Off:	Ann Berrysmith, Finance and Administration Services Manager, Solid Waste Division, DNRP	<b>Phone:</b> 296-4457
Department Sign Off:	Christine Chou, Chief Financial Officer, OIRM	<b>Phone:</b> 263-7845
Department Sign Off:	Kathy Graves, HR Service Delivery Manager, DDES	<b>Phone:</b> 296-6725
Department Sign Off:	Eunjoo Greenhouse, Financial Services Administrator, Finance & Business Operations Division, DES	<b>Phone:</b> 263-9256
Department Sign Off:	Jill Krecklow, Finance Manager, Enterprise Operations, Transit	<b>Phone:</b> 684-1019
Department Sign Off:	Marty Lindley, Business Director, DCHS	<b>Phone:</b> 263-9005
Department Sign Off:	Steve Oien, Finance and Administration Services Manager, Water and Land Resources Division, DNRP	<b>Phone:</b> 296-8339
Department Sign Off:	Pat Presson, Finance Manager, DAJD	<b>Phone:</b> 296-3410
Department Sign Off:	Michael Strouse, Administrator IV, DES Administration	<b>Phone:</b> 263-9751
Department Sign Off:	Cindy West, Chief Financial Officer, DPH	<b>Phone:</b> 263-8643
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? John Baker, Budget Analyst (DCHS)	<b>Phone:</b> 263-9680
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? Katherine Cortes, Budget Analyst (DPH, DDES)	<b>Phone:</b> 263-9733
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? Shelley De Wys, Budget Analyst (Transit)	<b>Phone:</b> 263-9718
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? Jo Anne Fox, Budget Analyst (DAJD)	<b>Phone:</b> 263-9696
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? Jennifer Lehman, Budget Analyst (SWD, WLRD)	<b>Phone:</b> 263-9705
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? Karl Nygard, Budget Analyst (Finance, OIRM)	<b>Phone:</b> 263-9683
<b>Note Reviewed by:</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Supplemental Required? Yiling Wong, Budget Analyst (DES Admin, GIS/DNRP)	<b>Phone:</b> 263-9725



# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	International Brotherhood of Teamsters Local 117 (Information Technology Managers and Supervisors - Office of Information Resource Management (IT Central), Executive Branch Departments)	
<b>Effective Date:</b>	February 1, 2011 – January 31, 2014	
<b>Affected Agency and/or Agencies:</b>	Many Departments	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004

## EXPENDITURES FROM:

Fund Title	Fund Code	Department/ Division	2010 Retro	2011	2012	2013	2014
CURRENT EXPENSE SUB-FUND	10	DAJD	\$ 2,865	\$ 0	\$ 2,586	\$ 2,795	\$ 2,924
CURRENT EXPENSE SUB-FUND	10	DES - Admin	\$ 2,936	\$ 0	\$ 4,750	\$ 5,134	\$ 5,370
DEVLPMNT DISABILITY	1070	DCHS	\$ 2,865	\$ 0	\$ 2,586	\$ 2,795	\$ 2,924
DEVLPMNT & ENVRNMNT SVCS	1340	DDES	\$ 2,412	\$ 0	\$ 2,178	\$ 2,354	\$ 2,462
OIRM CAPITAL	3771	OIRM	\$ 3,141	\$ 0	\$ 2,836	\$ 3,065	\$ 3,206
SOLID WASTE OPERATING	4040	DNRP	\$ 3,083	\$ 0	\$ 14,191	\$ 15,339	\$ 16,043
OIRM OPERATING	5531	OIRM	\$ 57,740	\$ 0	\$ 58,841	\$ 63,604	\$ 66,524
TRANSPORTATION	464	DOT	\$ 3,195	\$ 0	\$ 7,935	\$ 8,578	\$ 8,971
PUBLIC HEALTH	1800	DPH	\$ 2,720	\$ 0	\$ 10,608	\$ 11,467	\$ 11,993
DEVLPMNT DISABILITY	1070	DCHS	\$ 0	\$ 0	\$ 6,429	\$ 6,949	\$ 7,268
FINANCE	5450	FINANCE	\$ 0	\$ 0	\$ 2,523	\$ 2,727	\$ 2,852
GIS/DNRP	5481	GIS/DNRP	\$ 0	\$ 0	\$ 6,967	\$ 7,531	\$ 7,877
WLRD Shared Services	121	WLRD	\$ 0	\$ 0	\$ 2,512	\$ 2,715	\$ 2,840
<b>TOTAL</b>			<b>\$ 80,957</b>	<b>\$ 0</b>	<b>\$124,942</b>	<b>\$135,056</b>	<b>\$ 141,254</b>



# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	International Brotherhood of Teamsters Local 117 (Information Technology Managers and Supervisors - Office of Information Resource Management (IT Central), Executive Branch Departments)	
<b>Effective Date:</b>	February 1, 2011 – January 31, 2014	
<b>Affected Agency and/or Agencies:</b>	Many Departments	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004

## EXPENDITURE BY CATEGORIES:

Expense Type	Department	2010 Base	2010 Retro	2011	2012	2013	2014
Salaries	Many	\$ 5,997,847	\$ 70,606	\$ 0	\$ 108,967	\$ 117,788	\$ 123,194
OT		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
PERS & FICA		\$ 879,284	\$ 10,351	\$ 0	\$ 15,975	\$ 17,268	\$ 18,060
<b>TOTAL</b>		<b>\$ 6,877,131</b>	<b>\$ 80,957</b>	<b>\$ 0</b>	<b>\$124,942</b>	<b>\$135,056</b>	<b>\$ 141,254</b>

## ASSUMPTIONS:

### Assumptions used in estimating expenditure include:

1. **Contract Period (s):** 2/1/2011 – 1/31/2014
2. **Wage Adjustments & Effective Dates:**
  - COLA:**
    - 2.00% for 2010 (some employees in the unit have already received 2010 COLA, this only covers those who have not).
    - 0.00% for 2011;
    - 90% Seattle June to June for 2012, 1.77% assumed;
    - 95% Seattle June to June for 2013 and 2014, assumed at 1.88% and 1.93%.
    - Assumptions per Forecasting Council.
  - Other:**
  - Retro/Lump Sum Payment:**
3. **Other Wage-Related Factors:**
  - Step Increase Movement:** Provisions Unchanged.
  - PERS/FICA:** PERS/FICA at 14.66%.
  - Overtime:**
4. **Other Cost Factors:**
  - NA
  - Assumes staffing is constant over time.

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June 22, 2011

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

The enclosed ordinance, if approved, will ratify the International Brotherhood of Teamsters Local 117 (Information Technology Managers and Supervisors - Office of Information Resource Management (IT Central), Executive Branch Departments) collective bargaining agreement and memorandum of agreement for the period of February 1, 2011, through January 31, 2014. This agreement covers 58 employees in the Office of Information Resource Management and the Departments of Transportation, Natural Resources and Parks, Community and Human Services, Public Health, Development and Environmental Services, Adult and Juvenile Detention, and Executive Services.

This agreement covers King County information technology (IT) management and supervisory positions throughout the Executive Branch. These employees provide leadership to almost 500 IT staff and oversee the delivery of IT services throughout the County. The employees support County businesses by providing countywide IT resources such as email and the internet, safeguarding and storing data, developing and maintaining critical applications that support almost every aspect of Executive Branch missions from booking inmates into the jail, running the payroll systems, to scheduling buses.

The employees covered under this collective bargaining agreement are essential to making IT function in the County. Their responsibilities include providing direction and guidance to staff, but they also include collaborating with customers on their business needs and then working with their staff to develop appropriate and supportable IT solutions. IT managers and supervisors plan for IT solutions strategically to ensure that IT investments are effective and make sense. Every day the citizens of King County enjoy the benefits of these employees commitment to quality IT services. Public transportation, health and safety for at-risk populations, water quality, access to public records, voting, registering pets online, are all examples of how these employees directly serve the public.

June 22, 2011

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This is a new contract with improvements in efficiency, accountability, and productivity for the delivery of IT services to County departments and the continued goal of centralizing IT resources. Most of the contract is based on the King County Code and adds a step in the grievance process for the Director of the Office of Labor Relations to hear issues and potentially avoid the cost and uncertainty of arbitration. Additional efficiencies in this agreement are gained through a reopener designed to address the effects of moving to a biweekly payroll system effective January 1, 2012.

The wage settlement for 2010 extends the two percent cost-of-living adjustment (COLA) to about 30 members of the unit that are currently being paid the 2009 wage rates. This adjustment will result in placing all bargaining unit members on the 2010 wage scale. The agreement provides for no COLA adjustment for 2011. The COLA adjustment for 2012 follows the recently negotiated County settlement agreed to with other labor organizations. That adjustment for 2012 is based on 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 to June). The COLA adjustment for 2013 and 2014 increases the adjustment to 95%. There is a zero floor and no ceiling for the 2012-2014 COLA adjustments.

Additionally, 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 County unemployment rate of more than two percentage points compared with the previous year or a decline of more than seven percent 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.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.



The Honorable Larry Gossett  
June 22, 2011  
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If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273 at your convenience.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
ATTN: Acting Chief of Staff  
Anne Noris, Clerk of the Council  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Carrie Cihak, Director of Policy and Strategic Initiatives, King County Executive  
Office  
Patti Cole-Tindall, Director, Office of Labor Relations