

**Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 5 of the Master Labor Agreement
International Brotherhood of Teamsters Local 117
Joint Units Agreement
[461]**

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and International Brotherhood of Teamsters Local 117 Joint Units (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County and the Union agree to the following terms:

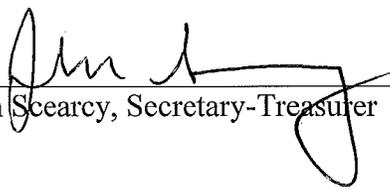
1. The Roads Division will create a new classification for those employees who are currently employed as Career Service Utility II's in the Roads Division. This new classification's name and description is yet to be determined. As soon as administratively practical, a classification draft will be created and presented to the Union for the opportunity to provide input prior to finalization with Compensation and Classification (CCS). The new classification will be placed at range 40 of the King County Squared Table. Upon full ratification of this agreement, but effective retroactive to January 1, 2018, all incumbent Career

Service Roads Utility Worker II's will be moved to the new classification and will be placed step to step in the new pay range.

2. The Roads Division will create an additional new classification, placed at Range 39 of the King County Squared Table. The new classification will be utilized for employees hired into a similar body of work as the current seasonal/STT/TLT status Utility II's in Roads. This new classification's name and description is yet to be determined. As soon as administratively practical, a classification draft will be created and presented to the Union for the opportunity to provide input prior to finalization with CCS. Upon full ratification of this agreement, but effective retroactive to January 1, 2018, all incumbent seasonal/STT/TLT status Utility Worker II's in Roads will be moved to the new classification.

3. The King County Print Shop shall be added/accreted to the JUA agreement as a NEW APPENDIX F.

For International Brotherhood of Teamsters Local 117:



John Scearcy, Secretary-Treasurer

For King County:



Angela Marshall, Labor Relations Negotiator

**Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 5 of the Master Labor Agreement
International Brotherhood of Teamsters Local 117
Joint Units Agreement
Appendix F Print Shop - Graphic Communications; Department of Executive Services
(Facilities Management Division)
[461]**

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the International Brotherhood of Teamsters Local 117 (the Union).

RECITALS

The County and the Union (the Parties) have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020.

AGREEMENTS

The County and the Union agree that the Total Compensation Memorandum of Agreement, including the terms and conditions below, represent the entire agreement of the Parties for the period of January 1, 2019 through December 31, 2020 and that this agreement will become an appendix to the Joint Units Agreement effective January 1, 2019.

F. 1 This APPENDIX F modifies the [461] Joint Units Agreement and replaces the [231] Print Shop Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Division	Range
7212100	721201	Bindery Technician		40
7212000	721001	Bindery Technician--Assistant		29
7210100	720901	Copy Center Technician		35
7211000	721602	Pre-Press Production Specialist		46
7211100	721103	Printing Equipment Technician		40
<u>7210100</u>	<u>720901</u>	<u>Print Shop Specialist I</u>	<u>Facilities Management Division</u>	<u>37</u>
<u>7210200</u>	<u>720801</u>	<u>Print Shop Specialist II</u>	<u>Facilities Management Division</u>	<u>40</u>
<u>7211000</u>	<u>721602</u>	<u>Print Shop Supervisor</u>	<u>Facilities Management Division</u>	<u>48</u>

F.1.1 Retroactive to January 1, 2018, the County agrees to add the new

classifications and associated pay ranges (ranges are pursuant to the King County 10 Step Hourly Squared Schedule) of Print Shop Specialist I, Print Shop Specialist II, and Print Shop Supervisor and reclassify employees to the new classifications.

F.2 Employees shall be subject to all terms and conditions of employment provided under the JUA; except, Article 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, Article 6, Article 7.2, 7.3, 7.4, Article 10, Article 13, Article 14.5, 14.14, 14.15.

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

1. The Division Director or designee will notify the Union and the affected employee at least ten (10) work days prior to revoking the Lead status of that individual.
2. If requested by the Union, a meeting will be scheduled to discuss the situation. Scheduling of such a meeting will not serve to delay the revocation of the Lead assignment.
3. Upon revocation of the Lead status and Lead pay, the employee will no longer be required to perform the additional duties/functions associated with that Lead assignment.
4. Employees assigned to perform lead worker duties shall be paid one dollar and twenty-five cents (\$1.25) per hour premium for all time spent while so assigned.

F.4 Temporary Employees – Temporary employees receive no benefits or pay in lieu of benefits unless the individual qualifies for same under the County Code.

F.5 Pay on Promotion in Unit - If an employee of the Print Shop is promoted to another position in the bargaining unit, the first-year rate will be approximately five percent (5%) over the individual's current rate of pay or step one (1) of the new classification, whichever is higher.

F.6 Shift Differential - Employees assigned to a second shift shall be paid a twenty-seven cents (\$0.27) per hour premium for all time spent while so assigned.

F.7 Overtime - A minimum of four (4) hours at overtime rate shall be allowed each time an employee is required to work on a normally scheduled day off. Where such overtime exceeds four (4) hours, the actual hours worked shall be paid at overtime rates.

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

F.9 4/10 Work Schedule - The County and the Union agree that should a four (4) day ten (10) hour workweek (4/10) be implemented employees working said schedule will be subject to the following conditions:

1. **Work Day** - The normal workday shall not exceed ten (10) hours each, exclusive of the lunch period.
2. **Work Week** - Employees shall be scheduled to work four (4) consecutive workdays for a total of forty (40) hours per week.

3. **Vacations** - Hourly vacation accrual rates shall not be affected upon implementation of a 4/10 work schedule. Vacation benefits shall be expended on an hourly basis (for example, an employee scheduled to work ten (10) hours shall be charged with the use of ten (10) hours of vacation for each day of vacation) and in accordance with Article 9.

4. **Sick Leave** - Hourly sick leave accrual rates shall not be affected upon implementation of a four (4) day work schedule. Sick leave benefits shall be based on number of hours worked and shall be expended on an hourly basis and in accordance with Article 10.

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

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

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

F.11 New Technology or Equipment - In the event that the County acquires new technology, the County shall provide written notice to the Union within a reasonable time prior to installation. The County agrees to meet and confer with the Union regarding the introduction of such technology or equipment and any impact it may have on bargaining unit work. If, as a result of the acquisition of new technology positions are reclassified, any negotiated wage changes will be retroactive to the date the operation of the new technology/equipment commenced.

F.12 Pension Re-opener - During the term of this Agreement, the parties agree to negotiate the subject of pension withholding for the Union Pension Fund.

F.13 Background Check - As a condition of employment, all employees are required to pass a background check including a fingerprint based background check as required by the County pursuant to the national Criminal Justice Information Services Security Policy (CJIS). Failure to pass the background check, or revocation of CJIS access, will be just cause to separate the employee from the County. All employees are required to self-report any instance when they have been arrested and/or charged with a crime to their supervisor. Failure to self-report within 24 hours, absent good cause presented by the employee as soon as possible after the arrest and/or charge, is cause for discipline.

F.14 Layoff - Regular employees laid off as a result of a reduction of work and/or a shortage of funds shall be laid off within the classification according to the employee's date of hire into a bargaining unit position. Regular employees with the least amount of seniority shall be laid off first; however, in the event of two (2) employees having the same seniority, ability, skill and other relevant job-related factors shall be the determining factors on retention.

1. In the event of a layoff where more senior employees are displaced by lack of

funds, curtailment of project, etc., then such employees shall be entitled to bump less senior employees, the intent being that the least senior employees will be laid off first.

2. Prior to any layoff, all employees other than regular employees in the bargaining unit shall be removed from the payroll first. This shall include temporary employees, interns and probationary employees.

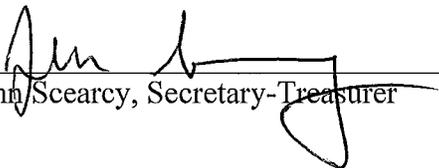
3. The County agrees to notify the Union at least two (2) weeks in advance, in writing, of any anticipated reduction-in-force. Such notice shall include the names, classifications, and seniority dates of all regular employees within the affected department and the names, classifications, and seniority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

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

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

F.15 Sick Leave. SEE MLA ARTICLES 11 AND 34.

For International Brotherhood of Teamsters Local 117:



John Searcy, Secretary-Treasurer

For King County:



Angela Marshall, Labor Relations Negotiator