

AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
REPRESENTING SUPERVISORS

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**AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
REPRESENTING SUPERVISORS**

These Articles constitute an agreement between King County (the County) and the Professional and Technical Employees, Local 17, (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council (the Council).

ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE

1.1 Purpose - The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees and to set forth the wages, hours and working conditions of such employees.

1.2 Labor Management Committee (LMC) - The County and the Union agree to establish a joint committee consisting of up to four representatives for each party. Each party has the authority to unilaterally select and determine the number of representatives not to exceed four. The purpose of the committee is to discuss matters of concern of either party. Meetings will be held as needed and may be called by either party. Meetings will be conducted during County business hours. The party requesting the LMC will be responsible for coordinating the meeting. When possible, agenda items for the meeting will be presented to the parties prior to the meeting date. Ground rules will be developed by the first LMC. All parties understand that the LMC is not a substitute for bargaining and has no authority to amend the contract.

1.3 Definitions - All words under this Agreement shall have their ordinary and usual meaning except those words that have been defined under KCC 3.12, as amended, or which are specifically defined in this Agreement.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1 Recognition - The County recognizes the Union as the exclusive bargaining representative of all employees in the Roads Services, Fleet, Airport, Solid Waste, Parks and Facilities Management divisions and the Office of Emergency Management whose job

1 classifications are listed in the attached Addendum "A."

2 **2.2 Membership** - It shall be a condition of employment that all employees covered by this
3 Agreement who are members of the Union in good standing on the effective date of this Agreement
4 shall remain members in good standing or pay an agency fee to the Union in lieu of membership, and
5 those who are not members of the Union on the effective date of this Agreement, shall become and
6 remain members in good standing or pay an agency fee to the Union in lieu of membership. It shall
7 also be a condition of employment that all employees covered by this Agreement and hired or
8 assigned into the bargaining unit on or after its effective date shall, by the 30th day following the
9 beginning of such employment, become and remain members in good standing or pay an agency fee
10 to the Union in lieu of membership.

11 A. An employee who can substantiate, in accordance with existing law, bona fide
12 religious tenets or beliefs that prohibit the payment of dues or initiation fees to union organizations
13 shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious
14 charitable organization mutually agreed upon by the employee affected and the Union to which such
15 employee would otherwise pay the dues and initiation fee. If the employee and the Union do not
16 reach agreement on such matter, the Public Employment Relations Commission (PERC) shall
17 designate the charitable organization. The employee shall furnish written proof that such payment
18 has been made.

19 B. Failure by an employee to abide by the above provisions shall constitute cause for
20 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the
21 Union shall provide the employee and the County with 30 days written notification of the Union's
22 intent to initiate discharge action, and during this period the employee may make restitution in the
23 amount which is overdue.

24 **2.3 Dues Deduction** - Upon receipt of written authorization individually signed by a
25 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
26 of dues as certified by the secretary of the Union and shall transmit the same to its treasurer.

27 **2.4 Indemnification** - The Union will indemnify and hold the County harmless against any
28 claims made and against any suit instituted against the County on account of any check-off of dues

1 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of
2 the check-off provision upon presentation of proper evidence thereof.

3 **2.5 Employee List** - The County will transmit to the Union, upon request, a current listing of
4 all employees in the bargaining units. Such list shall indicate the name of the employee, position, job
5 classification, department and/or unit.

6 **ARTICLE 3: RIGHTS OF MANAGEMENT**

7 **3.1 Rights of Management** - The management of the County and the direction of the work
8 force is vested exclusively with the County. Except as may be limited by the express written terms of
9 this Agreement, all matters, including but not limited to, the right to hire, appoint, promote, demote,
10 discipline and discharge regular employees for cause, discipline and discharge temporary employees;
11 improve efficiency; train, assign and direct the work force; develop work rules, policies and
12 procedures; evaluate employees; develop and modify classification specifications, allocate positions
13 to those classifications; determine work schedules; assign overtime; determine location of facilities
14 and assign employees to those locations; contract out work; and determine methods, processes and
15 means for providing services shall remain the exclusive right of the County for the duration of this
16 Agreement.

17 **3.2 Payroll System** - The parties agree the County has the right to implement a common
18 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act's (FLSA)
19 workweeks. The parties agree that applicable provisions of this Agreement may be re-opened at any
20 time by the County for the purpose of negotiating these standardized pay practices, to the extent
21 required by law.

1 **ARTICLE 4: HOLIDAYS**

2 **4.1 Holidays** - Regular, probationary, provisional and term-limited temporary employees
3 shall be granted the following holidays with no loss of pay:

4

HOLIDAYS	
New Year's Day	January 1st
Martin Luther King, Jr., Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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18 and any special or limited holidays as declared by the President of the United States or the Governor
19 of the State of Washington, and as approved by the Council.

20 **4.2 Day of Observance** - Whenever a holiday falls upon a Sunday, the following Monday
21 shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the
22 preceding Friday.

23 **4.3 Personal Holidays** - Personal holidays shall be administered through the vacation plan.
24 One day shall be added to the vacation leave bank in the pay-period that includes the first of October
25 and one day will be added in the pay-period that includes the first day of November each year.

26 **4.4 Eligibility and Compensation Rules.**

27 **A. Eligibility for Holiday Pay.** An employee must be in a pay status the employee's
28 scheduled work day before and after a holiday in order to receive holiday pay. An employee leaving

1 County employment the day prior to the holiday shall not receive holiday pay. However, an employee
2 who has successfully completed at least five years of County service and who retires, as defined under
3 Section 6.6, at the end of the month in which the last regularly scheduled working day is observed as
4 a holiday, shall be eligible for holiday pay if the employee is in pay status the day before the day
5 observed as a holiday.

6 **B. Calculation of Holiday Pay - Hourly.** Holiday pay shall be based on the number
7 of hours in the employee's regular work week, up to a maximum of eight hours for full-time
8 employees with a 40 hour week.

9 **1) Alternate/Flextime Work Schedules.** Hourly employees on alternative
10 work schedules (i.e., working a 4/10 or 9/80 work schedule) may be required to adjust their schedules
11 during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours for that
12 work week (i.e., 5/8 work schedule). This requirement will, depending on business needs, be
13 determined at the time that the alternative work schedule is established for the calendar year. If the
14 employee is not required to adjust his or her schedule to work a five day workweek during a holiday
15 week, the employee will be eligible for an alternative holiday to be taken within the same pay period
16 the holiday occurs, or at another approved date during the calendar year. Hourly employees on
17 alternative work schedules who take holiday time off in excess of eight hours, for a 40 hour
18 workweek, and who do not adjust their work schedules to work a five day workweek shall make up
19 the difference using accrued vacation time, compensatory time, or leave without pay.

20 **C. Calculation of Holiday Pay - Salaried Employees.** Salaried employees are paid
21 holiday pay for their standard workweek, including employees working an alternative schedule.

22 **D. Prorated Holiday Leave.** Part-time employees shall receive holiday pay prorated
23 to reflect his/her normally scheduled workweek.

1 **ARTICLE 5: VACATIONS**

2 **5.1 Accrual** - Regular, probationary, provisional and term-limited temporary employees shall
3 be eligible for vacation leave benefits as described in this Article except in those instances expressly
4 provided:

5

Full Years of Service	Equivalent/Pro-Rated Annual Leave in 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 and beyond 26	30

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23 **5.2 Accrual** - Employees shall accrue vacation leave from their date of hire. Part-time
24 employees shall receive vacation leave prorated to reflect his/her normally scheduled workweek.

25 **5.3 Maximum Accrual** - Employees working a 40 hour workweek may accrue up to 60 days
26 (480 hours) vacation. Employees working less than a 40 hour workweek will accrue a maximum
27 amount of annual vacation leave prorated to reflect their regular scheduled workweek. Employees
28 shall use vacation leave beyond the maximum accrual amount on or before the last day of the pay

1 period that includes December 31 of each year. Failure to use vacation leave beyond the maximum
2 accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
3 division director has approved a carryover of such vacation leave because of cyclical workloads, work
4 assignments or other reasons as may be in the best interests of the County.

5 **5.4 Payoff** - Employees shall not be eligible to take or be paid for vacation leave until they
6 have successfully completed their first six months of County service, except for a qualifying event
7 under the Washington Care Act. If an employee leaves County employment prior to successfully
8 completing their first six months of County service, they shall forfeit and not be paid for accrued
9 vacation leave. Except as modified by a VEBA agreement, employees shall be paid for accrued
10 vacation leave to their date of separation up to the maximum accrual amount if they have successfully
11 completed their first six months of County service. Payment shall be the accrued vacation leave
12 multiplied by the employee's regular base rate of pay in effect upon the date of leaving County
13 employment less mandatory withholdings.

14 **5.5 Separation by Death** - In cases of separation from County employment by death of an
15 employee with accrued vacation leave and who has successfully completed his/her first six months of
16 County service, payment of unused vacation leave up to the maximum accrual amount shall be made
17 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

18 **5.6 Scheduling** - The manager/designee shall be responsible for establishing a vacation
19 schedule in such a manner as to achieve the most efficient functioning of the division.

20 **5.7 Use of Vacation** - Employees shall not use or be paid for vacation leave until it has
21 accrued and such use or payment is consistent with the provisions of this Article.

22 **5.8** No employee shall work for compensation for the County in any capacity during the time
23 that the employee is on vacation leave.

24 **5.9 Reemployment** - If a regular employee resigns from County employment or is laid off
25 and subsequently returns to County employment within two years from such resignation or lay off, as
26 applicable, the employee's prior County service shall be counted in determining the vacation leave
27 accrual rate under Section 5.1.

1 **ARTICLE 6: SICK LEAVE**

2 **6.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees will
3 accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status up to a
4 maximum of eight hours per month. The employee is not entitled to sick leave if not previously earned.

5 **6.2 Vacation as an extension of Sick Leave** - During the first six months of service in a leave
6 eligible position, employees may, at the manager/designee's discretion, use any accrued days of vacation
7 leave as an extension of sick leave. If an employee does not work a full six months in a leave eligible
8 position, any vacation leave used for sick leave must be reimbursed to the County upon termination.
9 This section does not apply to an employee who uses accrued vacation leave for a qualifying event
10 under the Washington Family Care Act.

11 **6.3 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by an
12 employee.

13 **6.4 Administration of Sick Leave** - The manager/designee is responsible for the proper
14 administration of sick leave.

15 **6.5 Restoration following Separation** - Separation from employment except by reason of
16 retirement, layoff or for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave
17 eligible employee as of the date of separation. Should a regular employee resign in good standing, be
18 laid off or separated for non-disciplinary medical reasons and return to County employment within two
19 years, his/her accrued sick leave will be restored.

20 **6.6 Pay upon Separation** - Except as modified by a VEBA agreement, an employee who has
21 successfully completed at least five years of County service and who retires as a result of length of
22 service or who separates by reason of death will be paid, or his/her estate as provided for by RCW
23 Title 11, as applicable, an amount equal to thirty-five percent of his/her unused, accumulated sick leave
24 multiplied by the employee's base rate of pay in effect upon the date of leaving County employment,
25 less mandatory withholdings. Retirement as a result of length of service means an employee is
26 eligible, applies for and begins drawing a pension from Public Employees Retirement System or the
27 city of Seattle Retirement Plan immediately upon terminating County employment.

28 **6.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick

1 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
2 the County's workers compensation program, then the employee has the option to augment or not
3 augment time loss payments with the use of accrued sick leave.

4 **6.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
5 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
6 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to 80
7 hours of accrued sick leave.

8 **6.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
9 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
10 by his/her manager/designee.

11 **6.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

12 A. The employee's bona fide illness or incapacitating injury; provided, that:

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

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

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

24 E. Exposure to contagious diseases and resulting quarantine.

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

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

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

2 1. The employee has been employed by the County for 12 months or more and
3 has worked a minimum of 1040 hours in the preceding 12 months,

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

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

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

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

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

17 **6.11 Unpaid Leave** - An employee who has been employed by the County for 12 months or
18 more and has worked a minimum of 1040 hours in the preceding 12 months, may take a total of up to
19 18 work weeks unpaid leave for his or her own serious health condition, and for family reasons as
20 provided in Section 6.10.H combined, within a 12 month period. The leave may be continuous,
21 which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.
22 Intermittent leave is subject to the following conditions:

23 **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child
24 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
25 only if authorized by the employee's manager/designee.

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

1 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a
2 reduced leave schedule, under Section 6.11.B above, that is foreseeable based on planned medical
3 treatment, the manager/designee may require the employee to transfer temporarily to an available
4 alternative position for which the employee is qualified and that has equivalent pay and benefits and
5 that better accommodates recurring periods of leave than the regular position of the employee.

6 **6.12 Concurrent Time** - Use of donated leave will run concurrently with the eighteen
7 workweek family medical leave entitlement.

8 **6.13 Insurance Premiums** - The County will continue its contribution toward health care
9 during any unpaid leave taken under Section 6.11.

10 **6.14 Return to Work from Unpaid Leave** - An employee who returns from unpaid family
11 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

12 A. The same position he/she held when the leave commenced; or

13 B. A position with equivalent status, benefits, pay and other terms and conditions of
14 employment; and

15 C. The same seniority accrued before the date on which the leave commenced.

16 **6.15 Failure to Return to Work** - Failure to return to work by the expiration date of the
17 leave of absence may be cause for removal and result in termination of the employee from County
18 service.

19 **6.16 Provider Certification** - The manager/designee and employee is responsible for the
20 proper administration of the sick leave benefit. Verification from a licensed health care provider may
21 be reasonably required to substantiate the health condition of the employee or family member for
22 leave requests.

23 **6.17 Definition of Child** - For purposes of this Article, a child means a biological, adopted or
24 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,
25 who is: under 18 years of age; or is 18 years of age or older and incapable of self care because of
26 mental or physical disability.

27 **6.18 Federal and State Law.** To the extent that a federal or Washington State law provides
28 more extensive benefits for use of paid leave for family care, the Union and County agree that

1 federal and/or state law shall prevail.

2 **ARTICLE 7: PAID LEAVES**

3 **7.1 Donation of Leaves**

4 **A. Vacation leave hours**

5 **1) Approval Required** - An employee eligible for paid leave may donate a
6 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such
7 donation will occur upon written request to and approval of the donating and receiving employee's
8 department director(s), except that requests for vacation donation made for the purposes of
9 supplementing the sick leave benefits of the receiving employee will not be denied unless approval
10 would result in a departmental hardship for the receiving department.

11 **2) Limitations** - The number of hours donated will not exceed the donor's
12 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
13 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
14 accrual.

15 **3) Return of Unused Donations** - Donated vacation leave hours must be used
16 within 90 calendar days following the date of donation. Donated hours not used within 90 days or
17 due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will
18 be excluded from vacation leave payoff provisions contained in this Article. For purposes of this
19 Article, the first hours used by an employee will be accrued vacation leave hours.

20 **B. Sick leave hours.**

21 **1) Written Notice Required** - An employee eligible for paid leave may
22 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon
23 written notice to the donating and receiving employee's department director(s).

24 **2) Minimum Leave Balance Required (Donor)** - No donation will be
25 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
26 donation is 100 hours or more. No employee may donate more than 25 hours of his/her accrued sick
27 leave in a calendar year.

28 **3) Return of Unused Donations** - Donated sick leave hours must be used

1 within 90 calendar days. Donated hours not used within 90 days or due to the death of the receiving
2 employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave
3 payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this
4 Agreement. For purposes of this Section, the first hours used by an employee will be accrued sick
5 leave hours.

6 **C. No Solicitation** - All donations of vacation and sick leave made under this Article
7 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or
8 any other compensation or benefits in exchange for donating vacation or sick leave hours.

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

14 **7.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for paid
15 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
16 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five days paid
17 leave provided;

18 **A. Notification** - The employee gives the manager/designee reasonable advance
19 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
20 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
21 result in serious illness, injury, pain or the eventual death of the identified recipient.

22 **B. Provider Certification** - The employee provides written proof from an accredited
23 medical institution, organization or individual as to the need for the employee to donate bone marrow,
24 a kidney, or other organs or tissue or to participate in any other medical procedure where the
25 participation of the donor is unique or critical to a successful outcome.

26 **C. Time off Subject to Agreement** - Time off from work for the purpose set out
27 above in excess of five working days will be subject to the terms of this Agreement.

28 **7.3 Bereavement Leave**

1 A. An employee eligible for paid leave will be entitled to five working days of
2 bereavement leave, per occurrence, due to death of a member of his/her immediate family.

3 B. In the application of any of the foregoing provisions, when a holiday
4 or regular day off falls within the prescribed period of absence, it will not be charged against the
5 employee's bereavement leave credit.

6 **C. Family Defined** - Immediate family means, as used in this Article: spouse,
7 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the
8 employee, employee's spouse or employee's domestic partner.

9 **7.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up to
10 three days of sick leave each year to allow the employee to perform volunteer services at the school
11 attended by the employee's child provided; an employee requesting to use sick leave for this purpose
12 will submit such request in writing specifying the name of the school and the nature of the volunteer
13 services to be performed.

14 **7.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be entitled
15 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of
16 mileage, with the Finance and Business Operations Division of the Department of Executive
17 Services. The employee will report back to their manager/designee when dismissed from jury
18 service.

19 **7.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
20 time off with pay for the purpose of participating in County qualifying or promotional examinations.
21 This will include time required to complete any required interviews.

22 **7.7 Military Leave** - A leave of absence for active military duty or active military training duty
23 will be granted to eligible employees in accordance with applicable provisions of state and/or federal
24 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the
25 employee and accompanied by a validated copy of military orders ordering such active duty or active
26 training duty.

1 **ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE**

2 8.1 The County presently participates in group medical, dental, vision, disability and life
3 insurance programs. The County agrees to maintain the level of benefits as currently provided by
4 these plans and pay premiums as currently practiced, during the life of this Agreement unless
5 modified by the Joint Labor Management Insurance Committee (JLMIC).

6 8.2 The County agrees to continue the JLMIC comprised of representatives from the County
7 and labor unions. The function of the JLMIC shall be to review, study and make recommendations
8 relative to the benefits plans.

9 8.3 The Union and County agree to incorporate changes to employee benefits which the
10 County may implement as a result of the agreement of the JLMIC referenced in Section 8.2 above.

11 **ARTICLE 9: WAGE RATES AND PROBATION**

12 9.1 COLA - Cost-of-living adjustments will be in accordance with Appendix B.

13 9.2 Probation - New employees shall be on probation for their first six months of service. At
14 the County's discretion, employees may have their probation period extended for up to six additional
15 months. An employee will not have to serve a probation if the employee moves into a position that is
16 substantially similar to the employee's current position, or the employee has previously served a
17 probation in the same kind of position. For example, an employee who previously completed
18 probation as a drainage supervisor would not have to serve a second probation as a drainage
19 supervisor.

20 9.3 Step Increases - At the successful conclusion of the probation period employees who
21 were hired at Step 1 shall be placed at Step 2 of the salary schedule and employees who were hired at
22 Step 2 or higher may be advanced to the next step, at the discretion of the County. Employees in the
23 Parks Division shall receive step increases for each year of service completed thereafter (e.g., an
24 employee shall move to Step 4 one year after moving to Step 3). Effective January 1, 2014, non-
25 probation step increases and merit pay, except for employees in the Parks Division, will be as
26 provided under KCC 3.15.020 and the applicable procedures under the Performance Appraisal and
27 Merit Pay System.

28 9.4 Overtime - For the purposes of this Agreement, hourly employees are eligible for

1 overtime. Overtime shall be defined as all hours worked in excess of 40 hours actually worked in the
2 workweek (sick leave, vacation, holidays and other paid leave are not hours worked). When a
3 bargaining unit member works overtime, compensation for such shall be at one and one-half times the
4 employee's regular hourly rate as defined by the FLSA. To the extent practicable, no overtime shall
5 be worked unless the employee has received prior approval from his/her supervisor to work the
6 necessary overtime hours. At the discretion of manager/designee, overtime may be paid as
7 compensatory time at the rate of time and one-half for all hours worked in excess of 40 hours actually
8 worked in the workweek (sick leave, vacation, holidays and other paid leaves are not hours worked),
9 if requested by the employee and approved by the manager/designee.

10 **9.5 After Hours Support** - After hours support is off duty time during which an hourly
11 employee is required to be ready and able to report to work, either in person or through technological
12 means, in a timely manner.

13 **9.6 Standby** - Standby is off duty time during which an hourly employee is required to
14 restrict her/his activities and be available to report to work. Employees assigned to standby status in
15 writing shall be compensated at the rate of ten percent per hour for all hours spent on standby. If
16 called to work the employee shall cease being paid standby and be paid call-out in accordance with
17 Section 9.7 or Section 9.8, whichever is applicable.

18 **9.7 Physical Call-Out** - A minimum of two hours at the overtime rate shall be allowed for
19 each call-out where the hourly employee is called and returns to a designated work site after
20 completing his/her regular shift and leaving the work site. Where such overtime exceeds two hours,
21 the actual hour worked shall be allowed at overtime rates. This shall include travel time from the
22 employee's residence to the designated work site or place of assignment. Saturday, Sunday and
23 holidays are not subject to call-out pay when the employee is scheduled for overtime work.

24 **9.8 Technological Call-Out (TCO)** - A TCO is where an hourly employee is called to return
25 to duty and performs those duties via telephone, facsimile, computer or similar electronic device that
26 does not require returning to a designated work site. If the time required responding to the TCO
27 exceeds nine minutes, then a minimum of 30 minutes pay at the overtime rate shall be given. If the
28 time exceeds 30 minutes (or aggregate time of multiple TCOs exceeds 30 minutes), then a minimum

1 of one hour of pay at the overtime rate shall be given. Any TCO or aggregate TCOs exceeding one
2 hour shall be compensated for at the overtime rate for all actual time worked.

3 **ARTICLE 10: HOURS OF WORK & MEAL REIMBURSEMENT**

4 **10.1 Schedules** - The establishment of work schedules, including alternative work schedules,
5 is vested solely within the purview of the County and may be changed from time to time. The County
6 will provide employees written notice of such change in the employee's regular work schedule at
7 least 14 days prior to the change taking affect, except when the change in schedule is compelled by
8 business necessity.

9 **10.2 FLSA** - FLSA- exempt bargaining unit employees are exempt from overtime payments
10 and shall be covered under the King County Executive Leave Pay and Leave Practices for Executive
11 Administration and Professional Employees policy (Executive Policy PER 8-1-2) and modifications
12 thereto, and are expected to work the hours necessary to satisfactorily perform their jobs.

13 **A. Executive Leave** - Regular FLSA-exempt employees will receive at least five days
14 of Executive Leave during the budgeted leave award calendar year; provided, the employee is in an
15 eligible FLSA-exempt position on January 1.

16 **10.3 Per Diem** - In the event of a bona fide emergency which is declared by the King County
17 Executive, an employee will receive the daily meal per diem for any day in which that employee is
18 required because of the emergency to remain at work in excess of 12 consecutive hours or is required
19 to work in excess of eight hours on a day the employee was not scheduled to work. Expense receipts
20 are not required for reimbursement.

21 **10.4 Alternative Workweek and Telecommuting Schedules**

22 An alternate and/or flex workweek may be implemented during the term of this Agreement
23 upon approval by the manager/designee. Specific conditions for an alternate and/or flex workweek
24 shall be subject to written agreement between the manager/designee and the employee prior to
25 implementation. The conditions must include, but are not limited to, the date the alternate and/or flex
26 workweek begins and when and under what circumstances the agreement will terminate or be
27 renewed. Holidays and overtime will be compensated in accordance with the terms of this
28 Agreement. For purposes of this Agreement, "flex" is defined as having different workday start/quit

1 times, and “alternate” is defined as the number of hours and/or days scheduled for work during a
2 workweek.

3 **ARTICLE 11: VEHICLES**

4 **11.1 Personal Vehicle** - An employee who has been authorized to use his/her own
5 transportation on County business shall be reimbursed at the rate set by the Council by ordinance.

6 **11.2 County Vehicle** - At the County’s discretion, an employee may be assigned the use of a
7 County vehicle when the employee is assigned to respond to emergency situations which require
8 immediate response to protect life or property. The assignment must be in writing and approved by
9 the division director/designee. The County will give Roads Services Division employees at least 30
10 days notice prior to taking away an assigned vehicle, except when compelled by business necessity.

11 **11.3 Parking** - An employee assigned a vehicle may be permitted to park such vehicle at
12 his/her residence overnight provided the vehicle will not be parked overnight at a residence outside
13 the County unless authorized in writing by the division director/designee.

14 **ARTICLE 12: CONFLICT RESOLUTION**

15 **12.1** The Union and the County recognize the importance of settling issues in a fair and
16 responsible manner at the lowest possible level of supervision and to use conflict resolution methods
17 whenever possible.

18 **12.2 Grievance Definition** - An issue raised by an employee regarding the interpretation
19 and/or application of the express written terms of this Agreement. A grievance, to be timely, must be
20 presented in writing to the employee’s section manager/designee within 15 workdays of the
21 occurrence or the employee’s knowledge of the event. The grievance must contain a description of
22 the event, when the event took place and/or when the employee had knowledge of the event, the
23 Articles allegedly violated, and the remedy sought. The Union may file a grievance on behalf of an
24 individual(s) under the above described terms and conditions.

25 **12.3 Grievance Steps**

26 **A. Section Manager** - The section manager/designee shall have 15 workdays from
27 the receipt of the grievance to address the issue with the employee. The section manager/designee
28 shall respond to the grievance in writing within 15 workdays following the meeting with the

1 employee. If the grievance is not resolved, it may be referred in writing within ten workdays
2 following the date of the section manager/designee's written response to the division director. If the
3 grievance is not pursued to the division director within the ten workdays, it shall be presumed
4 resolved.

5 **B. Division Director** - The division director/designee will have 15 workdays from
6 receipt of the grievance to address the issue with the employee. The division director/designee shall
7 respond to the grievance in writing within 15 workdays following the meeting with the employee. If
8 the grievance is not resolved, it may be referred in writing within ten workdays following the date of
9 the division director/designee's written response to the Director of the Office of Labor
10 Relations/Labor Negotiator. If the grievance is not pursued to the Director of Labor Relations/Labor
11 Negotiator within ten workdays, it will be presumed resolved.

12 **C. Director of Labor Relations/Labor Negotiator** - The Director of Labor
13 Relations/Labor Negotiator will have 30 workdays from receipt of the grievance to address the issue
14 with the employee. The Director of Labor Relations/Labor Negotiator shall respond to the grievance
15 in writing within 15 workdays following the meeting with the employee. If the grievance is not
16 resolved, it may be referred in writing within ten workdays following the date of the Director of
17 Labor Relations/Labor Negotiator's written response to mediation/arbitration. If the grievance is not
18 pursued to mediation/arbitration within ten workdays, it will be presumed resolved.

19 **D. Mediation/Arbitration** - Mediation shall be the last step for grievances that are
20 not timely. The Director of Labor Relations/Labor Negotiator and the Union shall select a third
21 disinterested party to serve as the mediator/arbitrator. In the event they are unable to agree, then the
22 mediator/arbitrator shall be selected from a list of at least seven names furnished by the Federal
23 Mediation and Conciliation Service or American Arbitration Association, whichever source is
24 mutually acceptable. The mediator/arbitrator shall be selected from the list by each party alternately
25 striking a name from the list until one name remains. The Union shall have the first strike from the
26 list and the parties will rotate the first strike for each grievance. The mediation process will proceed
27 with the parties making a good faith attempt to reconcile their differences. A mediated grievance, if
28 timely, will move to the arbitration phase only after the mediator and one of the two parties to the

1 dispute declare impasse. A formal arbitration hearing on timely grievances can be held at the request
2 of either party without going through the mediation process. The mediator cannot serve as the
3 arbitrator.

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

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

9 3) There shall be no strikes, cessation of work or lockout during mediation or
10 arbitration.

11 4) Each party to a mediation/arbitration proceeding shall bear the full costs of
12 its representatives, including its legal representatives, and witnesses regardless of the outcome of
13 mediation or arbitration. The mediator's/arbitrator's fees and expenses and any court reporter's fee
14 and expenses agreed to by the Union and the County shall be borne equally by both parties.

15 **12.4 Exclusive Procedure** - Selection of this conflict resolution procedure for the resolution
16 of a grievance shall preclude the use of any other procedure in resolving the matter at issue.

17 **12.5 Time Limits** - Time limits may be extended by written consent of the parties.

18 **12.6 Unfair Labor Practice (ULP)** - The parties agree that thirty days prior to filing an
19 Unfair Labor Practice complaint with the Public Employment Relations Commission (PERC), the
20 complaining party will notify the other party, in writing, meet, and make a good faith attempt to
21 resolve the issue unless the deadline for filing with PERC would otherwise pass.

22 **12.7 Temporaries** - Probationary, provisional, short-term and term-limited temporary
23 employees are employed at will and can not use the procedures of this Article to grieve or otherwise
24 appeal a job separation action of any kind.

25 **ARTICLE 13: REDUCTION IN FORCE**

26 **13.1 Order of layoff** - In the event of a reduction in force due to lack of work, lack of funds
27 or considerations of efficiency, layoffs of regular employees shall be by position. The positions to be
28 laid-off shall be at the sole discretion of management.

1 **13.2 Vacant Positions** - In lieu of laying off a regular employee, the Director of the Human
2 Resources Division (HRD) may reassign such employee to a comparable, vacant position, when the
3 Director of HRD determines such reassignment to be in the best interest of the County.

4 A. An employee subject to layoff can be placed in a vacant bargaining unit position in
5 the same classification, if qualified. If placed, the employee cannot bump.

6 B. An employee subject to layoff may be offered a vacant bargaining unit position in a
7 lower paid classification, if qualified. If the employee accepts the position, he/she cannot bump.

8 C. The County will attempt to place an employee subject to layoff who is not placed
9 as provided above or who cannot bump as provided under Section 13.3 below into a vacant position
10 for which he/she qualifies in accordance with the County's Workforce Management Program, or
11 modifications thereto.

12 **13.3 Bumping**

13 A. An employee subject to layoff who is not placed in a vacant position as provided in
14 Section 13.2 may bump the least senior employee in the same classification within his/her division, if
15 qualified; provided, the employee who elects to bump has more classification seniority than the
16 employee who is being bumped.

17 B. An employee subject to layoff who cannot bump as provided in Section 13.3.A
18 may bump the least senior employee in a lower paid classification in his/her division, if qualified;
19 provided, the employee who elects to bump has more bargaining unit seniority than the employee
20 who is being bumped.

21 C. An employee subject to layoff who cannot bump within the division as provided in
22 Sections 13.3.A or 13.3.B may bump a less senior employee in the position the employee last
23 regularly held; provided, the employee is qualified and has more bargaining unit seniority than the
24 employee who is being bumped.

25 **13.4 Recall**

26 A. An employee who is laid off, placed in a vacancy in accordance with Section 13.2
27 B or C, bumps in accordance with Section 13.3 B or C, or is recalled in accordance with Section 13.4
28 B, will be recalled to a vacant position in his/her classification, if qualified.

1 **B.** An employee who is laid off will be recalled to a vacant position in a lower
2 classification, if qualified.

3 **C.** Recall will first be by classification seniority for filling a position in his/her
4 classification, or bargaining unit seniority for filling a position in a lower classification.

5 **D. Notice of Recall** - An employee will have ten days from the date the notice of
6 recall is sent by certified mail in which to notify the County of whether he/she will accept the
7 position. The County will consider the employee's failure to notify the County within ten days as a
8 refusal; however, if the County determines that there are warranting circumstances, it may accept a
9 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep
10 the County informed of his/her current address.

11 **E.** Recall will last for two years from the date of layoff, placement or bumping as
12 defined under Section 13.4.A.

13 **13.5 Reinstatement** - An employee recalled within two years from the time of layoff will
14 have any forfeited sick leave accruals and vacation leave accrual rate restored and adjusted for the
15 period of layoff.

16 **13.6 Seniority**

17 **A.** For regular employees hired before February 22, 2008, bargaining unit seniority is
18 defined as all continuous regular service in all classifications covered by this Agreement or would
19 have been covered by this Agreement. A classification would have been covered by this Agreement
20 if the employee's service in the classification started prior to the existence of this bargaining unit and
21 the title of the classification, listed under Addendum A, changed through a reclassification project,
22 but not the work. For regular positions hired after February 22, 2008, bargaining unit seniority is
23 defined as continuous regular service in all classifications covered by this Agreement.

24 **B.** For regular employees hired before February 22, 2008, classification seniority for
25 employees defined as all continuous regular service in a classification covered by this Agreement or
26 would have been covered by this Agreement. A classification would have been covered by this
27 Agreement if the employee's service started prior to the existence of this bargaining unit, and the title
28 of the classification, listed under Addendum A, changed through a reclassification project, but not

1 the work. For regular positions hired after February 22, 2008, seniority is defined as continuous
2 regular service in a classification covered by this Agreement.

3 **C. Retention of Seniority** - A regular employee who leaves a position covered under
4 this Agreement and is rehired within the same division within two years does not accrue or forfeit
5 seniority during the period of absence. But an employee who is rehired in a different division forfeits
6 his/her classification and bargaining unit seniority accrued.

7 **13.7 Qualification** - Qualification will be determined by the County.

8 **ARTICLE 14: PROFESSIONAL REGISTRATION AND CERTIFICATION**

9 **14.1 Introduction** - To encourage and support professional development and to provide for
10 the employment of qualified personnel in appropriate classifications, the County will provide
11 compensation for professional licenses and certifications in accordance with this Article. Such
12 compensation shall only be paid to those employees who as of the date the Agreement was ratified
13 have a current, valid professional certification in a discipline directly applicable to their employment.

14 **14.2 Certifications** - All employees employed on February 13, 1998 who had a current, valid
15 certification as listed in Section 14.2.A in a discipline directly applicable to their employment, shall
16 be paid a premium of \$50 per month. In the event the employee's certificate becomes invalid, for
17 whatever reason, he/she shall no longer be eligible for the additional compensation.

18 **A.** Within the terms of this Agreement, certification is limited to certified incinerator
19 and landfill operators, sign and marking technicians, signal technicians, bridge inspectors and heavy
20 duty mechanic as deemed appropriate by the County.

21 **14.3** Employees who are not eligible for the above compensation under Section 14.2 will be
22 reimbursed for training, examination and fee costs that are required to obtain or maintain one of the
23 above listed certifications which directly apply to their position.

24 **ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION**

25 **15.1** It is understood by the parties that an employee may be assigned in writing to perform
26 the preponderance of the duties of a higher classification by the division director/designee, in
27 accordance with County code and related procedures.

28 **15.2** An employee assigned in writing by his/her division director/designee to a higher

1 classification will be paid at the first step of the range assigned to the higher classification or at a step
2 that most closely approximates five percent above the employee's salary prior to the assignment,
3 whichever is higher.

4 **15.3** The County may assign an employee to perform the work of a higher classification for
5 up to a full workweek without additional compensation. If the employee is assigned to perform the
6 work of the higher classification for a full workweek or more the employee will be paid for all time
7 performing the work of the higher classification in accordance with Section 15.2.

8 **15.4** If the bargaining unit employee is required to work out-of-class for more than 60 days,
9 the Union may request a meeting for the sole purpose of clarifying why the employee is still working
10 out-of-class.

11 **ARTICLE 16: UNION REPRESENTATION AND EMPLOYEE RIGHTS**

12 **16.1 Union Representation**

13 A. Authorized representatives of the Union may, after notifying the County official in
14 charge, visit the work location of employees covered by this Agreement at any reasonable time for the
15 purpose of investigating grievances.

16 B. The Business Manager and/or representative shall have the right to appoint a
17 steward at any location where members are employed under the terms of this Agreement. The Union
18 shall furnished the Labor Negotiator with the names of stewards so appointed upon request.

19 C. Written policies, rules, or directives affecting the terms and conditions of this
20 Agreement shall be provided to the Union upon request.

21 **16.2 Employee Rights**

22 A. The off-duty activity of an employee shall not be subject to disciplinary action
23 unless said activity is job related or occurs on County property.

24 B. If at any level the County determines to bring disciplinary action against an
25 employee for any reason, the employee shall be apprised of his/her rights of appeal and representation
26 as provided for in the Conflict Resolution procedures under Article 12 of this Agreement.

27 **ARTICLE 17: MISCELLANEOUS**

28 **17.1 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state

1 and County regulations and ordinances with regard to the drug free workplace.

2 **17.2 Training** - The County recognizes the mutual benefit to be attained by affording training
3 opportunities to employees and shall provide information and access to training opportunities for its
4 employees, within budgeted appropriations. The training opportunities shall be guided by, but not
5 limited to, the overall objectives of encouraging and motivating employees to improve their personal
6 capabilities in performance of specific tasks.

7 **17.3 Equal Employment Opportunity** - The County nor the Union shall not unlawfully
8 discriminate in employment on the basis of race, color, religious affiliation, national origin, age,
9 marital status, sex, sexual orientation, gender identity or expression or disability.

10 **17.4 Bulletin Boards** - The County agrees to permit the Union to post on County bulletin
11 boards announcement of meetings, election of officers, and any other Union material, providing there
12 is sufficient space, beyond what is required by the County for “normal” operations.

13 **17.5 Subcontracting** - The County agrees not to contract out work typically performed by
14 currently employed members of the bargaining unit if the contracting of such work eliminates or
15 reduces the normal workload of the bargaining unit. If, in accordance with state law or in order to
16 secure funding for a specific, time-limited project, the County is required to contract all or part of the
17 work to be performed due to state law or limitations imposed by the funding agreement, said
18 contracting will not be considered a violation of this Article. The County agrees to provide the Union,
19 upon request, with documentation to support any contracting of work under the terms of this Article.

20 **17.6 Notice of Change in Work Location** – The County will give a two week notice if it
21 intends to change an employee’s regular work location; provided, the new work location is in a
22 different geographic area. The County buildings in the Seattle downtown area are considered to be
23 the same geographic area.

24 **ARTICLE 18: GENERAL PROVISIONS**

25 **18.1 Savings Clause** - Should any part hereof or any provision herein contained be rendered
26 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by
27 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this
28 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such

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

3 **18.2** The County and the Union and the employees covered by this Agreement are governed
4 by applicable County code and ordinances, and said code and ordinances are paramount except where
5 they conflict with a provision of this Agreement.

6 **18.3 Work Stoppages and Employer Protection** - The County and the Union agree that the
7 public interest requires efficient and uninterrupted performance of all county services and to this end
8 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
9 Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to
10 perform any customarily assigned duties, sick leave absence which is not bona fide or other
11 interference with county functions by employees under this Agreement, and should same occur, the
12 Union agrees to take appropriate steps to end such interference. Any concerted action by any
13 employees in the Union shall be deemed a work stoppage if any of the above activities have occurred.
14 Any employee participation in such work stoppage or in other ways committing an act prohibited in
15 this Article shall be considered absent without authorized leave and shall be considered to have
16 resigned.

1 **ARTICLE 19: DURATION**

2 19.1 This Agreement shall become effective upon full and final ratification and approval by
3 all formal requisite means by the Council and the implementation of all changes in this Agreement
4 shall be prospective following ratification unless a different date is specified for a specific provision.
5 The Agreement covers the period of January 1, 2012 through December 31, 2014.

6 19.2 Contract negotiations for the succeeding contract may be initiated by either party
7 providing to the other written notice of its intention to do so prior to June 1, 2014.

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10 APPROVED this 20 day of NOVEMBER, 2013.

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By: 
King County Executive

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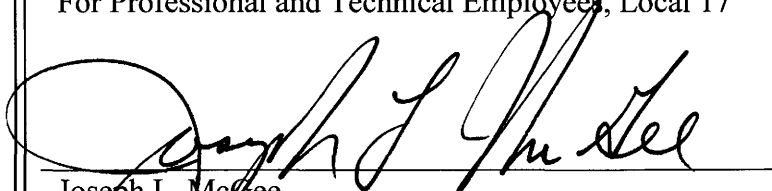
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19 For Professional and Technical Employees, Local 17

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21 
22 Joseph L. McCre
23 Executive Director
Professional and Technical Employees, Local 17

10/3/13
Date


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Jacob Metzger
27 Business Representative

10/3/13
Date

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