



## King County

### Metropolitan King County Council Transportation, Economy, and Environment Committee

#### STAFF REPORT

<b>Agenda Item No.:</b>	7	<b>Date:</b>	10 Dec 2013
<b>Proposed No.:</b>	2013-0502	<b>Prepared by:</b>	Nick Wagner
<b>Invited:</b>	Robert Railton, Labor Negotiator, King County Office of Labor Relations Jacob Metzger, Union Representative, Professional and Technical Employees, Local 17		

#### **SUBJECT**

An ordinance adopting a collective bargaining agreement between King County and the Professional and Technical Employees, Local 17, covering about 48 employees in three county departments.

#### **SUMMARY**

Proposed Ordinance 2013-0502 (Att. 1 to this staff report) would approve a collective bargaining agreement (CBA) between King County and the Professional and Technical Employees, Local 17. The CBA (Att. 1-A) covers about 48 employees in the Departments of Executive Services, Natural Resources and Parks, and Transportation.

##### **1. Term of the CBA**

The CBA covers the three-year period from 1 January 2012 through 31 December 2014. (CBA § 19.1, Att. 1-A, p. 27)<sup>1</sup>

##### **2. The Bargaining Unit**

As described in the Executive's transmittal letter (Att. 4), the employees in this bargaining unit are "the line supervisors overseeing the operations, maintenance, and administration of services provided by parks, solid waste, the airport, fleet, roads services, facilities management, and emergency services." The classifications included in the bargaining unit are listed in the wage addendum (Att. 1-B).

#### **CHANGED CONTRACT PROVISIONS**

The proposed new CBA includes the following changes:

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<sup>1</sup> Page references in this staff report refer to the page numbers of the specific attachment.

## 1. COLAs

Section 9.1 of the CBA (Att. 1-A, p. 15) and Addendum B (Att. 1-C) provide for this bargaining unit to receive the same COLAs for the years 2012 through 2014 as the vast majority of the County's represented employees, as provided in the 2010 "zero COLA" memorandum of agreement (MOA):

Year	Basis for Adjustment	Increase <sup>2</sup>
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	1.67%

The fiscal impact of the COLAs is described in the Fiscal Note (Att. 5), which is summarized in the table on page 4 of this staff report.

## 2. Added classifications

A classification (Emergency Management Program Senior Manager) has been "accreted" (i.e., added) to the bargaining unit to reflect a body of work that is new to the bargaining unit, and three other classifications (Security Chief, Security Systems Specialist, and Service/Maintenance Supervisor) have been added to better classify work that was already being performed by bargaining unit members, while maintaining the same wage rates for the work.

## 3. No changes in pay ranges

The CBA includes no changes in the pay ranges for the bargaining unit classifications.

## 4. Clarification of management rights

Section 3.1 of the CBA (Att. 1-A, p. 3) has been revised to make clear that the rights of management include (except to the extent expressly limited in the CBA): evaluating employee performance; demotion as well as promotion; discipline and discharge of temporary as well as regular (career service) employees for cause; development of work rules, policies, and procedures; determining work locations and assigning employees to those locations; assigning overtime, and contracting out work.

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<sup>2</sup> The COLA percentages listed in the table are based on the Fiscal Note (Att. 5), except that the percentage listed for 2014 is slightly lower than had been projected in the Fiscal Note (1.67% vs. 2.00%), due to updated information from the County's Office of Economic and Financial Analysis.

## **5. Reopener to standardize pay practices**

Section 3.2 of the CBA (Att. 1-A, p. 3) acknowledges the County's right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act workweeks and provides that the county may reopen the CBA to negotiate the standardized pay practices to the extent that such negotiation is required by law.

## **6. Step increases and merit pay to be based on performance, rather than longevity**

New language in Section 9.3 of the CBA (Att. 1-A, p. 15) provides that effective 1 January 2014, and except for employees in the Parks Division, step increases and merit pay will be governed by section 3.15.020 of the County Code, which provides in part:

a. An incentive increase must be supported by an annual documented performance appraisal approved by the department director, or his or her designee, and the documented performance appraisal must be maintained in the employee's personnel file. Incentive increases shall be prospective only and shall be effective on January 1 following the year on which the appraisal was based;

b. For employees currently in Steps 1 through 4 in the pay range, the appointing authority may grant an increase of a single step for standard performance and may grant an increase exceeding a single step for above-standard or outstanding performance, as defined by the manager of the human resources management division;

c. For employees currently in Steps 5 through 7 in the pay range, the appointing authority may grant an increase of one or more steps for above-standard performance; and

d. For employees currently in Steps 8 through 9 in the pay range, the appointing authority may grant an increase of one step, not to exceed the top of the pay range, for outstanding performance . . . . [KCC § 3.15.020(B)(2)]

This is the same standard that applies to non-represented employees. Practice under the previous CBA had been for step increases to be granted on the basis of longevity.

## **7. Protection against contracting out**

Section 17.5 of the CBA (Att. 1-A, p. 25) provides that the County will not contract out work "typically performed by currently employed members of the bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit." There is an exception for situations where, "in accordance with state law or in order to secure funding for a specific, time-limited project, the County is required to contract all or part of the work to be performed due to state law or limitations imposed by the funding agreement."

## 8. Reductions in force

Article 13 of the CBA (Att. 1-A, pp. 20-23) has been amended to clarify the process for reductions in force.

### **FISCAL IMPACT**

The fiscal impact of the CBA, which is due entirely to COLAs, is detailed in the Fiscal Note (Att. 5) and is summarized in the table below.

	2012	2013	2014 <sup>3</sup>
<b>Increase over previous year</b>	\$84,894	\$163,555	\$109,133
<b>Cumulative increase over 2011</b>	\$84,894	\$248,448	\$357,581

### **CONSISTENCY WITH LABOR POLICIES**

The changes in the proposed CBA appear to be consistent with the County's labor policies. While it has taken almost two years to reach an agreement since the previous CBA expired, the County initiated negotiations approximately six months prior to its expiration with the goal of completing negotiations before it expired.<sup>4</sup>

### **LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Att. 4: Transmittal letter)

### **ATTACHMENTS**

1. Proposed Ordinance 2013-0502
  - Att. A (Collective Bargaining Agreement)
  - Att. B (Addendum A: Wages)
  - Att. C (Addendum B: MOA re. COLAs)
  - Att. D (MOA re. footwear allowance)
2. Checklist and Summary of Changes
3. Contract Summary
4. Transmittal letter
5. Fiscal Note

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<sup>3</sup> The increase for 2014 will be slightly less than the amount listed, which is based on an earlier estimate that the 2014 increase would be 2.00%; the actual increase for 2014 will be 1.67%.

<sup>4</sup> Labor Policy LP 2010-031 (codified as LAB 4-010) provides in part: "It shall be the goal of King County to complete negotiations with its collective bargaining units prior to the expiration of any agreement in effect subject to the concurrence of the Union as party to the agreement and individual circumstances pertaining to any given contract."



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 4, 2013**

**Ordinance**

**Proposed No. 2013-0502.1**

**Sponsors**

1                   AN ORDINANCE approving and adopting the collective  
2                   bargaining agreement and memorandum of agreement  
3                   negotiated by and between King County and Professional  
4                   and Technical Employees, Local 17 (Supervisors)  
5                   representing employees in the departments of executive  
6                   services, natural resources and parks, and transportation;  
7                   and establishing the effective date of said agreements.

8                   BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9                   SECTION 1. The collective bargaining agreement and memorandum of  
10 agreement negotiated by and between King County and Professional and Technical  
11 Employees, Local 17 (Supervisors) representing employees in the departments of  
12 executive services, natural resources and parks, and transportation and attached hereto are  
13 hereby approved and adopted by this reference made a part hereof.

14            SECTION 2. Terms and conditions of said agreements shall be effective from  
15 January 1, 2012, through and including December 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, B. Addendum A, C. Addendum B, D. Memorandum of Agreement

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

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ADDENDUM B: MEMORANDUM OF AGREEMENT: ADDRESSING THE 2011 BUDGET  
CRISIS

MEMORANDUM OF AGREEMENT: FOOTWEAR ALLOWANCE

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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

<b>Full Years of Service</b>	<b>Equivalent/Pro-Rated Annual Leave in Days</b>
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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14

By:   
King County Executive

15

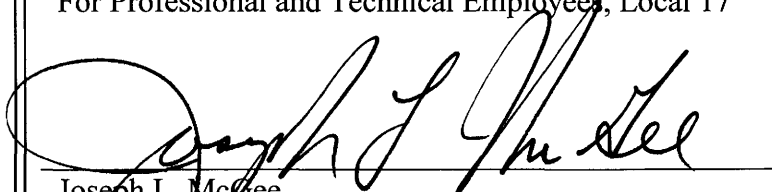
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18

19 For Professional and Technical Employees, Local 17

20

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

10/3/13  
Date


21

22

23

24

25

  
Jacob Metzger  
Business Representative

10/3/13  
Date

26

27

28

cba Code: 065

**ADDENDUM A**

Union Code: C10

**Professional and Technical Employees, Local 17 (Supervisors)  
WAGE ADDENDUM**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Pay Range*</b>
3501300	352301	Aquatic Supervisor	55
5120400	513303	Emergency Management Program Senior Manager	69
5321400	535501	Health and Environmental Investigator IV	65
2632100	264201	Personal Property Supervisor	68
5220300	522702	Security Chief	68
7360100	701101	Security Systems Specialist	64
9710100	971010	Service/Maintenance Supervisor	58
8700100	871107	Supervisor I	58
8700200	871203	Supervisor II	64
8700300	871302	Supervisor III	68
2442100	243602	Warranty Administrator	64

**\*For rates, please refer to the King County Squared Table  
Steps 1, 2, 4, 6, 8, 10 Only**

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## ADDENDUM B

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS,  
LOCAL 17  
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 Federation of Professional & Technical Engineers, Local 17 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation

cba Code	Union	Contract
065	IFPTE, Local 17	Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation

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 Federation of Professional & Technical Engineers, Local 17 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**

## ADDENDUM B

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

## ADDENDUM B

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.

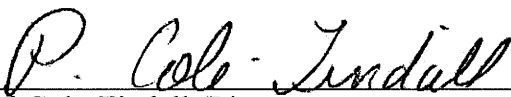
9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible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

For International Federation of Professional & Technical Engineers,  
Local 17:



11/4/10  
Date

For King County:



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

11-5-10  
Date

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

**Subject: Footwear Allowance**

The following provisions apply to regular employees represented by the Union working in the Departments of Transportation and Natural Resources and Parks who are required by the County to wear protective footwear for their job. The County will determine criteria of what constitutes protective footwear based on job assignment.

Regular employees in the Roads Services, Fleet, and Airport divisions will receive an annual payment of ninety dollars (\$90), less required tax withholdings, paid in the second paycheck of July of each year of the Agreement to use towards the purchase of the protective footwear.

Regular employees in the Solid Waste Division will receive a credit of seventy-five dollars (\$75.00) for each calendar year of this Agreement to use towards the purchase or repair of protective footwear. Employees must present receipts to the supervisor/designee for reimbursement evidencing the purchase or repair of protective footwear. If the footwear credit is not fully used in the calendar year, the unused amount can be carried over to the following calendar year for use. No more than \$75.00 can be carried over from one year to the next. This agreement is effective January 1, 2012.

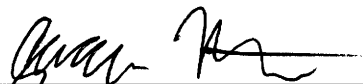
For King County:



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Robert S. Railton  
Labor Negotiator

For Professional and Technical Employees, Local 17:



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Jacob Metzger  
Business Representative

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King County

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

<b>Name of Agreement</b>
<b>Professional and Technical Employees, Local 17 (Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation) and Memorandum Of Agreement</b>
<b>Labor Negotiator</b>
<b>Robert Railton</b>

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

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. Expanded management's rights to include evaluating employee performance and assigning employees to work locations.
2. Added a contract reopener to standardize pay practices.
3. Except for employees in the Parks Division, step increases and merit pay will be based on performance and not longevity.
4. Added a subcontracting provision that protects the work of the bargaining unit except under limited circumstances.
5. Added two new classifications to better classify the work that was being performed by bargaining unit members while maintaining the same wage rates.
6. Accreted a new classification into the bargaining unit.

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

**CONTRACT:** Professional and Technical Employees, Local 17 (Supervisors - Departments: Executive Services (Facilities Management Division, Emergency Management), Natural Resources and Parks, and Transportation) and Memorandum of Agreement

**TERM OF CONTRACT:** January 1, 2012, through December 31, 2014.

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** Supervise staff performing maintenance, operations, and administrative services for the airport, fleet, roads, parks, facilities, solid waste, and emergency management operations.

**NEGOTIATOR:** Robert Railton

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Layoff is by position. A laid off employee who is not placed in a vacant position can bump the least senior employee in the same classification in the division, the least senior employee in a lower classification in the division, or bump a less senior employee in a position the bumping employee last held if the employee is qualified and has more bargaining unit seniority.
➤ <b>INTEREST-BASED BARGAINING:</b>	Negotiations were based on meeting each other's interests.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The contract contains language prohibiting discrimination.
➤ <b>CONTRACTING OUT OF WORK:</b>	The County can contract out work if it does not eliminate or reduce the normal work load of the bargaining unit. The County can contract out work in accordance with state law or in order to secure funding for a project.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The parties can meet in a labor / management meeting as needed.
➤ <b>MEDIATION:</b>	The contract provides for mediation.
➤ <b>CONTRACT CONSOLIDATION:</b>	The contract covers a single bargaining unit.
➤ <b>HEALTH BENEFITS COST SHARING:</b>	The contract adopts the County's Joint Labor Management Insurance Committee health benefits plan.

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

**CONTRACT:** Professional and Technical Employees, Local 17  
(Supervisors - Departments: Executive Services  
(Facilities Management Division, Emergency  
Management), Natural Resources and Parks, and  
Transportation) and Memorandum of Agreement

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The parties were diligent to negotiate this contract as expeditiously as possible.
➤ <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>	All employees are being paid pursuant to the biweekly payroll system.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	The contract 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 policy with a guarantee of five days each calendar year, if eligible.
➤ <b>HOURS OF WORK:</b>	The standard schedule is a 40 hour workweek.
➤ <b>PERFORMANCE EVALUATIONS:</b>	The County can evaluate employee performance.

November 13, 2013

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

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide fair wages, hours, and working conditions to employees who provide essential internal and external customer services.

The enclosed ordinance, if approved, will ratify the Professional and Technical Employees, Local 17 (Supervisors) collective bargaining agreement and memorandum of agreement for the period of January 1, 2012, through December 31, 2014. This agreement covers 48 employees in the Departments of Executive Services, Natural Resources and Parks, and Transportation.

These employees are the line supervisors overseeing the operations, maintenance, and administration of services provided by parks, solid waste, the airport, fleet, roads services, facilities management, and emergency services. These employees are critical to the mission of protecting public health and safety, County buildings and vehicles, public parks, and County roads and airport operations through their twenty-four hours, seven days a week supervision and oversight.

This agreement contains significant improvements in efficiency, accountability, and productivity for the County by establishing a wide range of rights to manage the workforce including developing work rules and procedures; the assignment of staff; and evaluating, managing, and recognizing employee performance. The agreement also clarifies contract language and incorporates some practices in order to reduce conflicts in the administration and application of the agreement. Additional efficiencies in this agreement are gained through a reopener to address the effects of standardizing pay practices, as necessary.

This contract furthers the County's Strategic Plan by attracting and retaining a quality workforce by appropriately classifying work and paying fair, market wages.

The Honorable Larry Gossett

November 13, 2013

Page 2

The cost-of-living adjustments (COLA) for 2012, 2013, and 2014 were previously agreed to in the memorandum of agreement negotiated with the Union Coalition regarding zero COLA for 2011 and follow the standard County settlement agreed to with other labor organizations. Two new classifications were added to the bargaining unit that better reflect the work the incumbent employees have been performing, without increasing the wage rates.

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.

Thank you for your consideration of this ordinance. This important legislation will further efficient County operations and allow King County residents to continue to receive vital services from the employees covered by this collective bargaining agreement.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

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





# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	International Federation of Professional & Technical Engineers, Local 17 (Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation)	
<b>Effective Date:</b>	1/1/2012 – 12/31/2014	
<b>Affected Agency and/or Agencies:</b>	DOT, DNRP, DES	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004
<b>Department Sign Off:</b>	Kristi Beattie, Finance Manager, Parks, DNRP	<b>Phone:</b> 263-6240
<b>Department Sign Off:</b>	Ann Berrysmith, Finance and Administration Manager, Solid Waste Division, DNRP	<b>Phone:</b> 296-4457
<b>Department Sign Off:</b>	Eric Christensen, Budget & Finance Supervisor, Roads	<b>Phone:</b> 684-1994
<b>Department Sign Off:</b>	Hanh Mai, Finance & Administration Services Manager, Facilities Management Division, DES	<b>Phone:</b> 296-0662
<b>Department Sign Off:</b>	Deanne Radke, Assistant Division Director, Budget and Finance, Fleet	<b>Phone:</b> 296-6569
<b>Department Sign Off:</b>	Kent Sherburne, Finance & Admin Services Manager, Airport	<b>Phone:</b> 296-7598
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Jillian Andrews, Budget Analyst (Fleet, Parks)	<b>Phone:</b> 263-9692
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Shelley De Wys, Budget Analyst (Roads)	<b>Phone:</b> 263-9718
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	T.J. Stutman, Budget Analyst (FMD)	<b>Phone:</b> 263-9716
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	John Walsh, Budget Analyst (Solid Waste, Airport)	<b>Phone:</b> 263-9695

## EXPENDITURES FROM:

Fund Title	Fund Code	Department	2012*	2013*	2014
Roads	1030	DOT	\$ 22,283	\$ 42,930	\$ 28,645
Parks	1451	DNRP	\$ 3,558	\$ 6,854	\$ 4,574
Solid Waste	4040	DNRP	\$ 16,186	\$ 31,184	\$ 20,808
Airport	4290	DOT	\$ 3,380	\$ 6,511	\$ 4,345
FMD	5511	DES	\$ 22,709	\$ 43,751	\$ 29,193
Fleet – Equipmnt	5570	DOT	\$ 13,451	\$ 25,914	\$ 17,291
Fleet – Motor Pool	5580	DOT	\$ 3,327	\$ 6,410	\$ 4,277
<b>TOTAL: Increase FM previous year</b>			<b>\$ 84,894</b>	<b>\$ 163,554</b>	<b>\$ 109,133</b>
<b>TOTAL: Cumulative</b>			<b>\$ 84,894</b>	<b>\$ 248,448</b>	<b>\$ 357,581</b>

**EXPENDITURE BY CATEGORIES:**

Expense Type	Fund Code	Department	2011 Base	2012*	2013*	2014
Salaries			\$ 4,439,973	\$ 72,373	\$ 139,430	\$ 93,037
OT			\$ 93,593	\$ 1,526	\$ 2,939	\$ 1,961
PERS & FICA			\$ 674,594	\$ 10,995	\$ 21,185	\$ 14,135
<b>TOTAL</b>			<b>\$ 5,208,160</b>			
<b>TOTAL: Increase FM previous year</b>				<b>\$ 84,894</b>	<b>\$ 163,555</b>	<b>\$ 109,133</b>
<b>TOTAL: Cumulative</b>				<b>\$ 84,894</b>	<b>\$ 248,448</b>	<b>\$ 357,581</b>

**ASSUMPTIONS:****Assumptions used in estimating expenditure include:**

<b>1. Contract Period(s):</b>	1/1/2012 – 12/31/2014
<b>2. Wage Adjustments &amp; Effective Dates:</b>	
<b>COLA:</b>	90% Seattle June to June for 2012, 1.63%; 95% Seattle June to June for 2013, 3.09%; 95% Seattle June to June for 2014, assumed at 2.00%. Assumption per Forecasting Council.
<b>Other:</b>	
<b>Retro/Lump Sum Payment:</b>	None
<b>3. Other Wage-Related Factors:</b>	
<b>Step Increase Movement:</b>	Provisions unchanged
<b>PERS &amp; FICA:</b>	Payroll taxes assumed to be 14.88%
<b>Overtime:</b>	Based on 2012 actual
<b>4. Other Cost Factors:</b>	
	Assumed staffing levels remain constant
	* This bargaining unit has already received 2012 and 2013 COLA as part of an agreement regarding Zero COLA for 2011.