



King County

Metropolitan King County Council Government Accountability and Oversight Committee

STAFF REPORT

| | | | |
|-------------------------|-----------|---------------------|------------------|
| Agenda Item No.: | 1 | Date | 26 February 2013 |
| Proposed No.: | 2013-0047 | Prepared by: | Nick Wagner |

SUBJECT

An ordinance adopting a collective bargaining agreement between King County and the Professional and Technical Employees, Local 17.

SUMMARY

Proposed Ordinance 2013-0047 (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 388 employees in the Departments of Executive Services, Natural Resources and Parks, Permitting and Environmental Review, and Transportation.

1. Term of the CBA

The CBA covers the four-year period from 1 May 2011 through 30 April 2015. (CBA Article 19, Att. 1-A, p. 40)¹

2. The Bargaining Unit

The approximately 388 employees in this bargaining unit include a wide range of classifications (Att. 1-B):

- Administrative Office Assistant
- Administrative Specialist I-IV
- Capital Project Manager I-IV
- Capital Project Management Technician I-II
- Code Enforcement Officer I-IV
- Contract Specialist II-III
- Engineer I-IV
- Engineering Technician I-II
- Environmental Scientist I-IV
- Environmental Specialist I-II
- Fiscal Specialist I-III

¹ Throughout this staff report page numbers refer to the pages of the specific attachment.

- General Inspector I-III
- Health and Environmental Investigator I-III
- Inventory Purchasing Specialist II
- Land Use Coordinator (incl. Senior)
- License Inspector
- Permit Review Coordinator (incl. Senior)
- Plans Examination Engineer I-III
- Project/Program Manager I-III
- Records Management Specialist
- Site Development Specialist I-II
- Technical Information Processing Specialist I-III

As described in the Executive’s transmittal letter (Att. 6), “The employees range from engineers and project managers who use their skills to manage building projects and help insure the safety of County roads and buildings; to environmental scientists, code enforcement officers, and administrative support personnel who support and enforce the County’s land use and natural resource regulations and standards.”

CHANGED CONTRACT PROVISIONS

The most notable changes in the proposed new CBA are described below.

1. COLAs

Appendix A of the CBA (Att. 1-C) is a memorandum of agreement (MOA), signed in 2010, that provides for the following cost of living adjustments (COLAs), which are the same as those agreed to with the vast majority of the county’s represented employees for the years in question:

| Year | COLA Formula | COLA² |
|-------------|---|-------------------------|
| 2011 | No COLA | Zero |
| 2012 | 90% of CPI-W increase for Seattle-Tacoma-Bremerton, ³ 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 | 2.00% |

² The COLA percentages are based on the revised Fiscal Note (Att. 7). The percentage listed for 2014 is based on a projection by the County’s Office of Economic and Financial Analysis.

³ More specifically: “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).”

The fiscal impact of the COLAs is described in the revised Fiscal Note (Att. 7), which is summarized in the table on page 4 of this staff report. The COLA for 2012 has already been paid, since it was required pursuant to the 2010 MOA.

Appendix A (Att. 1-C) also provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the county has agreed to with the vast majority of the county's represented employees.

2. No changes in pay ranges, but agreement to conduct a wage study for bargaining unit members who are engineers

The CBA includes no changes in the pay ranges for the bargaining unit, but section 9.13 (Att. 1-A, p. 24) provides for "a wage study to analyze agreed upon comparables related to compensation rates and stamping responsibilities [i.e., compensation for placing a stamp of approval on design drawings] for professional engineers." The CBA contains no commitment to adjust compensation on the basis of the wage study; any such adjustment would be an issue for future negotiation by the parties, and any negotiated adjustment would be transmitted to the council for review and approval.

3. Guaranteed three-day minimum of executive leave

New Section 7.8 of the CBA (Att. 1-A, p. 18) would guarantee the FLSA-exempt,⁴ leave-eligible employees in this bargaining unit (about 25 of the approximately 388 employees) a minimum of three days of executive leave each calendar year (and allow a maximum possible total of 10 days). Executive leave is based on the premise that exempt employees are expected to work the hours necessary to satisfactorily perform their jobs, but may sometimes need to work substantially in excess of their usual work hours for a sustained period of time.

The three-days-per-year minimum in CBA Section 7.8 is different from the county executive's policy on executive leave for non-represented employees (PER 8-1-2), which leaves the decision whether to grant executive leave to the discretion of the department; however, according to the Office of Labor Relations, the four departments that have employees in this bargaining unit have all approved new Section 7.8.

An MOA dated 31 October 2012 (Att. 2) (which was not transmitted for council approval, but is explicitly contingent on council adoption of this CBA) previously guaranteed exempt employees in this bargaining unit a minimum of three days of

⁴ FLSA refers to the federal Fair Labor Standards Act. FLSA-exempt employees receive an annual salary, rather than being paid by the hour; hence, they are not entitled to overtime and rely on executive leave as compensation for working a sustained stretch of unusually long work hours.

executive leave each year, but that MOA was limited to calendar year 2012.⁵ Section 7.8 of the new CBA would continue in effect for the duration of the new CBA (that is, through 30 April 2015).

Guaranteeing an exempt employee a minimum amount of executive leave each year serves at least two purposes, assuming that the minimum amount is justified by the number of hours actually worked by the employee: (1) it saves the employee and the employee's supervisor the trouble of having to request and grant relatively small amounts of executive leave, and (2) it addresses any perceived disparity between supervisors in their willingness to grant executive leave.

The guarantee of a minimum amount of executive leave each year is not unique to this CBA. Twenty of the county's 77 CBAs currently provide for a guaranteed annual minimum of executive leave, ranging from three days (in 12 CBAs) to five days (in seven CBAs) to 10 days (in one CBA). Those 20 CBAs are listed in Attachment 3.

The estimated total annual cost of section 7.8 is about \$7,166 (Att. 7: Fiscal Note). That cost is not assigned to specific years in the Fiscal Note, because the fiscal impact is unlikely to be felt in the calendar year in which the executive leave is used. This is due to the practice of most employees to use executive leave as a substitute for vacation days, which can then be carried over to future years, possibly until the employee cashes out unused vacation upon leaving county employment.

4. Reimbursement of costs of obtaining and maintaining required licenses and certifications

New Section 9.9.3 of the CBA (Att. 1-A, p. 23) provides that the county will reimburse employees for the cost of obtaining and renewing required licenses and certifications, including the cost of meeting continuing education requirements (except for travel). No maximum amount is specified. Section 9.9.1 of the CBA (Att. 1-A, p. 22) will continue to provide additional compensation of \$100 per month for having a required license or certificate. According to executive staff, the county departments with employees covered by this CBA support this reimbursement provision.

5. Boot allowance

New Section 9.12 of the CBA (Att. 1-A, p. 24) provides that employees who are required by the county to wear a specified type of safety boot will receive a reimbursement, a voucher, or a replacement item in an amount to be determined by their department. According to executive staff, this is a codification of longstanding existing practice.

6. Standardization of pay practices

Section 3.1 of the CBA (Att. 1-A, p. 3) affirms the County's right to implement a common biweekly payroll system and to standardize pay practices and Fair Labor

⁵ In addition, when Capital Project Managers were added to this bargaining unit in 2009, an MOA (Att. 1-D) guaranteed them a minimum of three days of executive leave each year.

Standards Act work weeks. The parties agree to negotiate changes to these standardized pay practices to the extent required by law.

7. Reductions in Force process changes

Article 15 of the CBA (Att. 1-A, pp. 29-33) has been extensively revised to clarify and streamline the reduction-in-force process. When layoffs are anticipated during the regular budget process, the county is now required to give the union and the affected employees written notice at least 60 calendar days, rather than 30 calendar days, before the layoffs (Att. 1-A § 15.2(b), p. 30); however, if the county has “a legitimate business reason for doing so,” a 30-day notice is permitted. The 30-day notice option is to be used “sparingly,” and the county must provide written notice to the union of the “legitimate business reason” for the short notice (Att. 1-A § 15.2.(c), pp. 30-31).

8. Incorporation of existing MOAs

The CBA incorporates several MOAs that were agreed upon years earlier (Atts. 1-C through 1-G), including MOAs expanding the scope of the bargaining unit.

9. Clarifications and codifications

The proposed new CBA includes a number of clarifications and codifications of existing practices.

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the revised Fiscal Note (Att. 7) and is summarized in the table below.

| | 2012 | 2013 | 2014 |
|--------------------------------------|-------------|-------------|-------------|
| Increase over previous year | \$715,027 | \$1,355,508 | \$909,493 |
| Cumulative increase over 2011 | \$715,027 | \$2,070,535 | \$2,980,028 |

The fiscal impact of the CBA is attributable almost entirely to the COLAs. Only about \$7,540 per year of the amounts listed in the table is attributable to employee licensing and certification costs. An additional \$7,166 per year (due to the guaranteed minimum three days of executive leave) is not included in the table, because it is likely to be embedded in vacation cash-out in later years (as noted in the revised Fiscal Note).

These employees are supported not by the General Fund, but by the 10 separate funds listed in the Fiscal Note (Att. 7, p. 2).

CONSISTENCY WITH LABOR POLICIES

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

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.
(Att. 6: Transmittal letter)

INVITED

1. Deborah Bellam, Labor Negotiator, King County Office of Labor Relations
2. Behnaz Nelson, Union Representative, Professional and Technical Employees, Local 17

ATTACHMENTS

1. Proposed Ordinance 2013-0047
 - Att. A (Collective Bargaining Agreement)
 - Att. B (Addendum A: Wages)
 - Att. C (Appendix A: MOA re. COLAs)
 - Att. D (Appendix B: Accretion addendum re. Capital Project Manager)
 - Att. E (Appendix C: Accretion addendum re. BRED)
 - Att. F (Appendix D: Addendum re. Professional and Technical Class/Comp settlement)
 - Att. G (Appendix E: Accretion addendum re. Health & Environmental Investigator)
2. MOA re. 2012 executive leave
3. Summary of other CBAs with guaranteed executive leave
4. Checklist and Summary of Changes
5. Contract Summary
6. Transmittal letter
7. Revised Fiscal Note



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 21, 2013

Ordinance

Proposed No. 2013-0047.1

Sponsors Gossett

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

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 May 1, 2011, through and including April 30, 2015.
16

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, ____.

Dow Constantine, County Executive

Attachments: A. Agreement, B. Addendum A - Wages, C. Appendix A, D. Appendix B, E. Appendix C, F. Appendix D, G. Appendix E

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

**DEPARTMENTS: EXECUTIVE SERVICES (FACILITIES MANAGEMENT), NATURAL
RESOURCES AND PARKS, PERMITTING AND ENVIRONMENTAL REVIEW,
TRANSPORTATION
INDEX**

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APPENDIX E: MOU: HEALTH & ENVIRONMENTAL INVESTIGATOR ACCRETION

1 subjects of bargaining including but not limited to working conditions, wages, or fringe benefits
2 except by mutual agreement with the Union or in accordance with this Agreement.

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

12 **2.3.** An employee who objects to membership in the union on the grounds of a bona fide
13 religious objection shall pay an amount of money equivalent to regular union dues and initiation fee
14 to a non-religious charitable organization mutually agreed upon by the employee affected and the
15 Union to which such employee would otherwise pay the dues and initiation fee. The employee shall
16 furnish written proof that such payment has been made.

17 **2.4.** Failure by an employee to abide by the above provisions shall constitute cause for
18 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the
19 Union shall provide the employee and the County with thirty (30) days notification of the Union's
20 intent to initiate discharge action, and during this period the employee may make restitution in the
21 amount which is overdue.

22 **2.5.** Neither party shall discriminate against any employee or applicant for employment on
23 account of membership or non-membership in any labor union or other employee organization.

24 **2.6.** Upon receipt of written authorization individually signed by an employee, the County
25 shall have deducted from the pay of such employee the amount of dues as certified by the secretary of
26 the Union and shall transmit the same to the treasurer of the Union.

27 **2.7.** The Union will indemnify and hold the County harmless against any claims made and
28 against any suit instituted against the County on account of any check-off of dues for the Union. The

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

3 **2.8.** The County will transmit to the Union, twice a year, upon written request, a current
4 listing of all employees in the bargaining units. Such list shall indicate the name of the employee,
5 position status, job classification, department and/or unit.

6 **2.9.** The County will require all new employees, hired in a position in the bargaining unit, to
7 sign a form (in triplicate) which will inform them of the Union's exclusive recognition. One copy of
8 the form to be retained by the County, one by the employee and the original sent to the Union.

9 **ARTICLE 3: GENERAL PROVISIONS**

10 **3.1. Rights of Management:** It is recognized that the County retains the right to manage the
11 affairs of the County and to direct the work force. Such functions of the County include, but are not
12 limited to, determining the mission, budget, organization, number of employees, and internal security
13 practices of the Department; recruiting, examining, evaluating, promoting, training, transferring
14 employees, and determining the time and methods of such action; disciplining, suspending, demoting,
15 or dismissing regular employees for just cause; assigning and directing the work force; developing
16 and modifying class specifications; determining the method, materials, and tools to accomplish the
17 work; designating duty stations and assigning employees to those duty stations; establishing
18 reasonable work rules; assigning the hours of work; and taking whatever actions may be necessary to
19 carry out the Department's mission in case of emergency. The parties agree the County has the right
20 to implement a common biweekly payroll system that will standardize pay practices and FLSA work
21 weeks. The parties agree to negotiate changes to these standardized pay practices, to the extent
22 required by law.

23 **3.2. Savings Clause:** Should any part hereof or any provision herein contained be rendered
24 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by
25 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this
26 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such
27 invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining
28 parts or provisions shall remain in full force and effect.

1 **3.3.** The County and the Union and the employees covered by this Agreement are governed
2 by applicable County ordinances and the 2005 King County Personnel Guidelines, and said
3 ordinances and Guidelines are paramount except where they conflict with a provision of this
4 Agreement.

5 **3.4. Work Stoppages and Employer Protections:** The County and the Union agree that the
6 public interest requires efficient and uninterrupted performance of all County services and to this end
7 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
8 Union shall not cause or condone any work stoppage, including any strike slowdown, or refusal to
9 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
10 interference with County functions by employees under this Agreement, and should same occur, the
11 Union agrees to take appropriate steps to end such interference. Any concerted action by any
12 employees in the Union shall be deemed a work stoppage if any of the above activities have occurred.

13 **3.4.1.** Any employee participating in such work stoppage or in other ways committing
14 an act prohibited in this article shall be considered absent without authorized leave and shall be
15 considered to have resigned.

16 **3.4.2.** No member of this bargaining unit shall be required to cross a legal picket line
17 sanctioned by the King County Labor Council (this section does not apply to informational pickets).
18 This section shall not apply in situations that pose an imminent threat to structures or human health
19 and/or safety. An employee encountering a picket line during the course of her/his duties shall
20 contact her/his supervisor for work instructions.

21 **3.5. Waiver Clause:** The parties acknowledge that each has had the unlimited right within
22 the law and the opportunity to make demands and proposals with respect to any matter deemed a
23 proper subject for collective bargaining. The results of this exercise of that right and opportunity are
24 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,
25 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
26 not specifically referred to or covered in this Agreement. However, if the parties agree to bargain
27 during the term of this Agreement, amendments and modifications to this Agreement may be made by
28 mutual agreement of the Labor Negotiator/designee and the Union Representative who is subject to

1 the Union's internal constitutional processes.

2 **3.6. 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. All employees shall have equal access to training
7 opportunities.

8 **3.7. Drug Free Workplace:** The Union agrees to comply with all applicable Federal, State
9 and County regulations and ordinances with regard to the drug free workplace.

10 **3.8. Contracting of Work:** The County agrees not to contract out work historically
11 performed by members of the bargaining unit if the contracting of such work eliminates or reduces
12 the normal workload of the bargaining unit.

13 **3.8.1.** The County agrees not to assign or transfer the work historically performed by
14 members of the bargaining unit to members of the Technical Employees Association bargaining units
15 if the assignment or transfer of such work eliminates or reduces the normal workload of the
16 bargaining unit, unless such elimination or reduction is de minimis.

17 **3.8.2.** If in order to secure funding for a specific project the County is required to
18 contract all or part of the work to be performed due to limitations imposed by the funding agreement,
19 said contracting shall not be considered a violation of this Article. The County agrees to provide the
20 Union, upon request, with documentation to support any contracting of work under the terms of this
21 section.

22 **3.9. Pre-existing Memoranda of Agreement:** The County and the Union hereby re-adopt
23 the following pre-existing Memoranda of Agreement attached hereto as:

24 APPENDIX A: MOA: ADDRESSING THE 2011 BUDGET CRISIS

25 APPENDIX B: MOU: CAPITAL PROJECT MANAGER ACCRETION ADDENDUM

26 APPENDIX C: MOU: ACCRETION OF BRED (BUSINESS RELATIONS AND
27 ECONOMIC DEVELOPMENT)

28 APPENDIX D: MOU: PLANNER/PROJECT PROGRAM MANAGER ADDENDUM

1 APPENDIX E: MOU: HEALTH & ENVIRONMENTAL INVESTIGATOR ACCRETION

2 **3.10. Performance Evaluations:** The purpose of a performance evaluation shall be to notify
3 employees of performance expectations and of the supervisor's evaluation of the employee's
4 performance relative to those expectations. Any employee submitted documentation in relation to the
5 performance evaluation will be maintained as a permanent addendum to the performance evaluation.

6 Performance evaluations shall not be used for discipline, however they may be used to show
7 that an employee has been notified of any concerns regarding his/her performance.

8 An employee may appeal a performance evaluation consistent with the Performance
9 Evaluation article of the 2005 King County Personnel Guidelines. Section 15.3 of the 2005
10 Guidelines specifically states:

11 **15.3. Appeal of a Regular Employee Performance Appraisal**

12 **A.** Within five working days after a copy of the performance appraisal form is given
13 to the employee, the employee may request additional review and consideration by their division
14 director (or, where the employee's supervisor is the division director, the department director).

15 The employee should prepare a written request, which includes the following elements:

- 16 • Identify the appraisal by date, the name of the evaluator, and the date the appraisal
17 was received.
- 18 • Specify the ratings or comments that the employee believes are incorrect.
- 19 • State the ratings or comments the employee believes should be made on the
20 appraisal.
- 21 • Give facts substantiating each change requested.
- 22 • Keep a copy of the written request and send the original to the division (or
23 department) director.

24 **B.** Upon receiving the request, the division (or department) director will have 15
25 calendar days to meet with the employee. The division (or department) director will either sustain or
26 change the performance appraisal, and notify the employee of the decision in writing. In case of a
27 change to the appraisal, a copy of the revised appraisal is to be included with the decision.

28 **C.** In the event that the issue is not resolved by the division director, the employee

1 may, within 15 calendar days of the meeting with the division director, meet with the department
2 director, who will notify the employee of the decision in writing. The department director's decision
3 to sustain or change the performance appraisal will be final.

4 **ARTICLE 4: HOLIDAYS**

5 4.1. Regular, probationary, provisional and term-limited temporary employees who work a
6 full-time schedule shall be granted the following holidays with pay:

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

19
20 and any days designated by public proclamation of the Chief Executive of the State as a legal holiday
21 and as approved by the Council.

22 4.2. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the
23 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

24 4.3. Holidays paid for but not worked shall be recognized as time worked for the purpose of
25 determining weekly overtime.

26 4.4. Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular
27 rate in addition to regular holiday pay.

28 4.5. Employees eligible for holiday pay will earn a personal holiday on October 1st and on

1 November 1st each year. Personal holidays will be available for use when earned. Personal holidays
2 will be administered in the same manner as vacation leave. The personal holidays will be reflected as
3 vacation on the November 20th pay check.

4 4.6. Holiday pay for regular, probationary, provisional and term-limited temporary employees
5 who work a part-time schedule will be prorated to reflect their normally scheduled workday.

6 4.7. An employee must be in pay status on the regular scheduled workday prior and following
7 a holiday to be eligible for the holiday pay, except as provided in KCC 3.12.230 which requires only
8 that an employee being furloughed or retiring be in pay status on the regular scheduled workday prior
9 to the holiday to be eligible for the holiday pay, exclusive of January 1st. This exception shall also
10 apply to employees who are laid off.

11 4.8. The maximum compensation for holiday pay is eight (8) hours of regular straight-time
12 pay.

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1 **ARTICLE 5: VACATIONS**

2 **5.1.** Regular, probationary, provisional and term-limited temporary employees who
3 work a full-time schedule shall be eligible to accrue vacation leave benefits for each hour in
4 pay status exclusive of overtime as described in the following table in accordance with King
5 County Code. Employees who are eligible for vacation leave and who work a part-time
6 schedule will receive the vacation leave pro-rated to reflect their normally scheduled
7 workweek.

| Full Years of Service | Equivalent Annual Leave in Days (for illustration) |
|--------------------------------------|---|
| Upon hire through end of Year 5 | 12 |
| Upon beginning of Year 6 | 15 |
| Upon beginning of Year 9 | 16 |
| Upon beginning of Year 11 | 20 |
| Upon beginning of Year 17 | 21 |
| Upon beginning of Year 18 | 22 |
| Upon beginning of Year 19 | 23 |
| Upon beginning of Year 20 | 24 |
| Upon beginning of Year 21 | 25 |
| Upon beginning of Year 22 | 26 |
| Upon beginning of Year 23 | 27 |
| Upon beginning of Year 24 | 28 |
| Upon beginning of Year 25 | 29 |
| Upon beginning of Year 26 and beyond | 30 |

23 **5.2.** Employees shall accrue vacation leave from their date of hire into a leave eligible
24 position.

25 **5.3.** Employees shall not be eligible to take or be paid for vacation leave until they have
26 successfully completed their first six (6) months of County service in a leave eligible position.
27 Employees leaving County employment prior to successfully completing their first six (6) months of
28 County service in a leave eligible position shall forfeit and not be paid for accrued vacation leave.

1 Employees shall be paid for accrued vacation leave to their date of separation up to the maximum
2 accrual amount if they have successfully completed their first six (6) months of County service in a
3 leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's rate
4 of pay in effect upon the date of leaving County employment less mandatory withholdings.

5 **5.4.** The manager/designee shall be responsible for establishing a vacation schedule in such a
6 manner as to achieve the most efficient functioning of the division.

7 **5.5.** Full-time employees may accrue up to sixty (60) days vacation. Part-time employees
8 may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled
9 workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to the end
10 of the last full pay period that includes December 31 of each year. Failure to use vacation leave
11 beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
12 maximum amount unless the division manager/designee has approved a carryover of such vacation
13 leave because of cyclical workloads, work assignments or other reasons as may be in the best interests
14 of the County.

15 **5.6.** Employees shall not use or be paid for vacation leave until it has accrued and such use or
16 payment is consistent with the provisions of this Article.

17 **5.7.** No employee shall work for compensation for the County in any capacity during the time
18 that the Employee is on vacation leave.

19 **5.8.** Employees may use approved vacation leave at the discretion of the manager/designee in
20 quarter (1/4) hour increments.

21 **5.9.** In cases of separation from County employment by death of an employee with accrued
22 vacation leave and who has successfully completed his/her first six (6) months of County service in a
23 leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be
24 made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

25 **5.10.** If a regular or probationary (who has previously achieved career service status)
26 employee resigns from County employment or is laid off and subsequently returns to County
27 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior
28 County service shall be counted in determining the vacation leave accrual rate under Section 5.1.

1 **ARTICLE 6: SICK LEAVE**

2 6.1. Regular, probationary, provisional and term-limited temporary employees shall accrue
3 sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime. The
4 employee is not entitled to sick leave if not previously earned.

5 6.2. During the first six (6) months of service in a leave eligible position, employees may, at
6 the manager's/designee's discretion, use any accrued days of vacation leave as an extension of sick
7 leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation
8 leave used for sick leave must be reimbursed to the County upon termination.

9 6.3. Employees may use approved sick leave at the discretion of the manager/designee in
10 quarter (1/4) hour increments.

11 6.4. There shall be no limit to the hours of sick leave benefits accrued by an employee.

12 6.5. Separation from or termination of County employment except by reason of retirement or
13 layoff, shall cancel all sick leave accrued to the employee as of the date of separation or termination.
14 Should a regular or probationary (who has previously achieved career service status) employee resign
15 or be laid off and return to County employment within two (2) years, accrued sick leave shall be
16 restored.

17 6.6. Regular or probationary (who has previously achieved career service status) employees
18 who have successfully completed at least five (5) years of County service and who retire as a result of
19 length of service or who terminate by reason of death shall be paid, or their estates paid or as
20 provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their
21 unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of
22 leaving County employment less mandatory withholdings.

23 **6.7. Leave Without Pay for Health Reasons:** An employee must use all of his/her sick
24 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
25 the County's workers compensation program, then the employee has the option to augment or not
26 augment time loss payments with the use of accrued sick leave.

27 **6.8. Leave Without Pay for Family Reason:** For a leave for family reasons, the employee
28 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when

1 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty
2 (80) hours of accrued sick leave.

3 **6.9. Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her
4 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
5 by his/her manager/designee.

6 **6.10. Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

7 **6.10.1.** The employee's bona fide illness or incapacitating injury; provided, that:

8 **6.10.1.1.** An employee who suffers an occupational illness or is injured on the
9 job may not simultaneously collect sick leave and worker's compensation payments in a total amount
10 greater than the net regular pay of the employee; though an employee who chooses not to augment
11 his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid
12 leave status;

13 **6.10.1.2.** An employee who chooses to augment workers compensation
14 payments with the use of accrued sick leave will notify the workers compensation office in writing at
15 the beginning of the leave;

16 **6.10.1.3.** An employee may not collect sick leave and worker's compensation
17 time loss payments for physical incapacity due to any injury or occupational illness which is directly
18 traceable to employment other than with the County.

19 **6.10.2.** Exposure to contagious diseases and resulting quarantine.

20 **6.10.3.** A female employee's temporary disability caused by or contributed to by
21 pregnancy and childbirth.

22 **6.10.4.** The employee's medical, ocular or dental appointments, provided that the
23 employee's manager/designee has approved the scheduling of sick leave for such appointments.

24 **6.10.5.** To care for the employee's eligible child if the child has an illness or health
25 condition which requires treatment or supervision from the employee;

26 **6.10.6.** To care for other family members, if:

27 **6.10.6.1.** The employee has been employed by the County for twelve (12)
28 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding

1 twelve (12) months.

2 **6.10.6.2.** The family member is the employee's immediate family as defined
3 by KCC 3.12.010 and reflected in Article 7.3.4 of this collective bargaining agreement (CBA). and,

4 **6.10.6.3.** The reason for the leave is one of the following:

5 **6.10.6.3.1.** The birth of a son or daughter and care of the newborn
6 child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is
7 taken within twelve (12) months of the birth, adoption or placement;

8 **6.10.6.3.2.** The care of the employee's child or child of the employee's
9 spouse or domestic partner whose illness or health condition requires treatment or supervision by the
10 employee; or

11 **6.10.6.3.3.** Care of a family member who suffers from a serious health
12 condition.

13 **6.11. Unpaid Leave:** An employee who has been employed by the County for twelve (12)
14 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
15 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her
16 own serious health condition, and for family reasons as provided in Sections 6.10.5 and 6.10.6
17 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive
18 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is
19 subject to the following conditions:

20 **6.11.1. Birth or Adoption:** When a leave is taken after the birth or placement of a
21 child for adoption or foster care, an employee may take leave intermittently or on a reduced leave
22 schedule only if authorized by the employee's manager/designee.

23 **6.11.2. Reduced Schedules:** An employee make take leave intermittently or on a
24 reduced schedule when medically necessary due to a serious health condition of the employee or
25 family member of the employee; and

26 **6.11.3. Temporary Transfer:** If an employee requests intermittent leave or leave on
27 a reduced leave schedule under Section 6.11.2. that is foreseeable based on planned medical
28 treatment, the manager/designee may require the employee to transfer temporarily to an available

1 alternative position for which the employee is qualified and that has equivalent pay and benefits and
2 that better accommodates recurring periods of leave than the regular position of the employee.

3 **6.11.4. Concurrent Time:** Use of donated leave will run concurrently with the
4 eighteen (18) workweek family medical leave entitlement.

5 **6.11.5. Insurance Premiums:** The County will continue its contribution toward
6 health care during any unpaid leave taken under Section 6.11.

7 **6.11.6. Return to Work from Unpaid Leave:** An employee who returns from
8 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
9 provisions, to:

10 **6.11.6.1.** The same position he/she held when the leave commenced; or

11 **6.11.6.2.** A position with equivalent status, benefits, pay and other terms and
12 conditions of employment; and

13 **6.11.6.3.** The same seniority accrued before the date on which the leave
14 commenced.

15 **6.11.7. Failure to Return to Work:** Failure to return to work by the expiration date
16 of the leave of absence may be cause for removal and result in termination of the employee from
17 County service.

18 **6.12. Provider Certification:** The manager/designee and employee is responsible for the
19 proper administration of the sick leave benefit. Verification from a licensed health care provider may
20 be reasonably required to substantiate the health condition of the employee or family member for
21 leave requests.

22 **6.13. Definition of Child:** For purposes of this Article, a child is defined according to the
23 applicable County, State, or Federal law that applies to the leave in question.

24 **6.14. Family Sick Leave:** Employees shall be entitled to family medical leave, as provided
25 by the King County Family Medical Leave Act, the federal Family Medical Leave Act, and any
26 Washington state laws that provide for family medical leave.

1 **ARTICLE 7: PAID LEAVES**

2 **7.1. Donation of Leaves:** Donation of vacation leave hours and donation of sick leave hours.

3 **7.1.1. Vacation leave hours**

4 **7.1.1.1. Approval Required:** An employee eligible for paid leave may donate
5 a portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such
6 donation will occur upon written request to and approval of the donating and receiving employee's
7 department director(s), except that requests for vacation donation made for the purposes of
8 supplementing the sick leave benefits of the receiving employee will not be denied unless approval
9 would result in a departmental hardship for the receiving department.

10 **7.1.1.2. Limitations:** The number of hours donated will not exceed the
11 donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be
12 permitted where it would cause the employee receiving the transfer to exceed his/her maximum
13 vacation accrual.

14 **7.1.1.3. Return of Unused Donations:** Donated vacation leave hours must be
15 used within ninety (90) calendar days following the date of donation. Donated hours not used within
16 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
17 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
18 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

19 **7.1.2. Sick leave hours**

20 **7.1.2.1. Written Notice Required:** An employee eligible for paid leave may
21 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon
22 written notice to the donating and receiving employee's department director(s).

23 **7.1.2.2. Minimum Leave Balance Required (Donor):** No donation will be
24 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
25 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)
26 hours of his/her accrued sick leave in a calendar year.

27 **7.1.2.3. Return of Unused Donations:** Donated sick leave hours must be
28 used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the

1 death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded
2 from the sick leave payoff provisions contained in this Agreement, and sick leave restoration
3 provisions contained in this Agreement. For purposes of this Article, the first hours used by an
4 employee will be accrued sick leave hours.

5 **7.1.3. No Solicitation:** All donations of vacation and sick leave made under this
6 Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving
7 monetary or any other compensation or benefits in exchange for donating vacation or sick leave
8 hours.

9 **7.1.4. Conversion Rate:** All vacation and sick leave hours donated will be converted
10 to 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 (5) days
17 paid leave provided:

18 **7.2.1. 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 **7.2.2. Provider Certification:** The employee provides written proof from an
23 accredited medical institution, organization or individual as to the need for the employee to donate
24 bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure
25 where the participation of the donor is unique or critical to a successful outcome.

26 **7.2.3. Time off Subject to Agreement:** Time off from work for the purpose set out
27 above in excess of five (5) working days will be subject to the terms of this Agreement.

1 **7.3. Bereavement Leave:**

2 **7.3.1.** An employee eligible for paid leave will be entitled to three (3) working days of
3 bereavement leave a year, per occurrence, due to death of a member of his/her immediate family.

4 **7.3.2. Use of Sick Leave in Lieu of Bereavement Leave:** An employee eligible for
5 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of
6 three (3) working days for each instance when death occurs to a member of the employee's immediate
7 family.

8 **7.3.3.** In the application of any of the foregoing provisions, when a holiday or regular
9 day off falls within the prescribed period of absence, it will not be charged against the employee's
10 sick leave account nor bereavement leave credit.

11 **7.3.4. Immediate Family Defined:** Immediate family means, as used in this CBA
12 and defined by KCC 3.12.010: The employee's spouse, child, parent, son in law, daughter in law,
13 grandparent, grandchild, sibling, domestic partner and the child, parent, sibling, grandparent or
14 grandchild of the spouse or domestic partner.

15 **7.4. School Volunteers:** An employee eligible for paid leave will be allowed the use of up to
16 three (3) days of sick leave each year to allow the employee to perform volunteer services at the
17 school attended by the employee's child or grandchild provided; an employee requesting to use sick
18 leave for this purpose will submit such request in writing specifying the name of the school and the
19 nature of the volunteer services to be performed.

20 **7.5. Jury Duty:** An employee eligible for paid leave who is ordered on a jury will be entitled
21 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of
22 mileage, with the Finance and Business Operations Division of the Department of Executive
23 Services. The employee will report back to their manager/designee when dismissed from jury
24 service.

25 **7.6. Leave Examinations:** An employee eligible for paid leave will be entitled to necessary
26 time off with pay for the purpose of participating in a County qualifying or promotional examination.
27 This will include time required to complete any required interviews.

28 **7.7. Military Leave:** A leave of absence for active military duty or active military training duty

1 will be granted to eligible employees in accordance with applicable provisions of state and/or federal
2 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the
3 employee and accompanied by a validated copy of military orders ordering such active duty or active
4 training duty.

5 **7.8. Executive Leave:** Fair Labor Standards Act exempt leave-eligible employees represented
6 by this Agreement are expected to work the hours necessary to satisfactorily perform their jobs and may
7 need to work, on an on-going basis, in excess of the standard work schedule of other King County
8 employees. In recognition of this the employees will receive a minimum of three (3) days of Executive
9 Leave during the calendar year and shall be eligible for a maximum of an additional seven (7) days of
10 Executive Leave per calendar year. Executive Leave will be determined pursuant to Executive Policy
11 PER 8-1-2, when authorized by the immediate supervisor. Executive Leave must be used in the payroll
12 year in which it was granted and cannot be carried over into the next payroll year or cashed out. This
13 provision shall not apply to those classifications/positions designated as FLSA Exempt Overtime
14 Eligible.

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

16 **8.1.** King County presently participates in group medical, dental and life insurance programs
17 for eligible regular, probationary, provisional and term-limited temporary employees and their eligible
18 dependents. The County agrees to maintain the level of benefits as currently provided by these plans
19 and pay premiums as currently practiced during the life of this Agreement unless modified by the
20 Joint Labor Management Committee.

21 **8.2.** The County agrees to continue the Joint Labor Management Insurance Committee
22 comprised of representatives from the County and its labor unions. The function of the Committee
23 shall be to review, study and make recommendations relative to existing medical, dental and life
24 insurance programs.

25 **8.3.** The Union and County agree to incorporate changes to employee insurance benefits
26 which the County may implement as a result of the agreement of the Joint Labor Management
27 Insurance Committee referenced in Section 8.2.

1 **ARTICLE 9: COMPENSATION**

2 **9.1. Cost of Living (COLA):** The Union Coalition COLA Memorandum of Agreement (KC
3 Document Code: 000U0310_COLA-2011_040, as attached as Appendix A) is incorporated into this
4 CBA and is effective and applicable to this bargaining unit 1/1/11 through 12/31/14. Wage Ranges as
5 reflected in Addendum A will remain unchanged for the duration of this CBA.

6 **9.2. Step Progression:** Employees who are hired at step one (1) of the 10 step pay scale will
7 advance to step two (2) after successful completion of the probationary period, but no sooner than six
8 (6) months. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied
9 annually on the employee's anniversary date. Employees who are hired above step one (1) may
10 advance to the next step (one step) after successful completion of probation, but no sooner than six
11 (6) months, at the discretion of the manager/designee. Steps thereafter will consist of two (2) steps on
12 the 10 step pay scale to be applied annually on the employee's anniversary date.

13 **9.3. Lead Compensation:** The manager/designee shall appoint individuals in writing to lead
14 worker positions consistent with the provisions of the 2005 King County Personnel Guidelines. An
15 employee designated in writing as lead worker is eligible for additional compensation of five percent
16 (5%) above the base rate effective on the date of assignment. At such time as the lead worker
17 designation is removed, the employee's compensation reverts to their base rate.

18 **9.4. Work Out of Classification:** It is understood by the parties that an employee must be
19 assigned in writing, with a copy to the Union, by the director/designee to perform on a temporary
20 basis, not to exceed ninety (90) continuous days of work, the preponderance of the duties of a higher
21 classification. Employees will be paid out of class pay for out of class work pursuant to 9.4.1.
22 Preapproval for out of class payment is not necessary in situations where employees are acting out of
23 class to backfill for the unexpected short term leave of a coworker who is represented under this
24 agreement.

25 **9.4.1.** During the ninety (90) continuous days of work or any extension thereof,
26 employees performing at the higher classification shall be placed at the next higher step in the new
27 classification as would constitute a minimum of four and one-half percent (4-1/2%) over the base
28 hourly wage, received prior to the assignment, not to exceed the top rate of the higher classification,

1 except as provided below. Additionally, any employee eligible to receive step increases in the normal
2 progression of his/her classification shall continue to receive the increases and the out of class pay
3 will be adjusted accordingly.

4 **9.4.2.** The Union will be notified of any extension of the out-of-class assignment by
5 the County beyond ninety (90) days. If the employee is required to work out-of-class for more than
6 ninety (90) days, the Union may request a meeting for the sole purpose of clarifying why the
7 employee is still working out-of-class.

8 **9.4.3.** Employees in a training capacity may be assigned work normally performed by
9 a higher classification, except that they will not be assigned the duties of a higher classification to
10 circumvent the intent of Section 9.4.1. An employee assigned to a training position shall be under the
11 supervision and guidance of his/her immediate supervisor, and shall not remain in the training
12 position for more than ten (10) consecutive, normal working days.

13 **9.4.4.** It is understood by the parties that every incidental duty connected with
14 operations enumerated in job descriptions is not always specifically described.

15 **9.5. Promotions:** Promotions will be conducted in accordance with the applicable
16 Administrative Guidelines for Career Service. A regular employee promoted to a higher
17 classification shall be placed at the salary step of the promotive classification as would constitute a
18 minimum of four and one-half percent (4-1/2%) over the base hourly wage received prior to
19 promotion, not to exceed the top step of the new salary range.

20 **9.6. Overtime:** The provisions of this section (9.6 Overtime) shall apply to hourly employees
21 only. Except as otherwise provided in this article, hourly employees on a five (5) day schedule shall
22 be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) in one (1)
23 day, exclusive of the lunch period, or forty (40) in one (1) week. Employees on a seven (7) hour per
24 day schedule will receive straight time for work performed during the eighth (8th) hour and overtime
25 paid when working in excess of eight (8) hours in one (1) day or forty (40) in one (1) week, exclusive
26 of lunch period. Employees working full-time alternative workweeks will receive overtime for hours
27 worked beyond their regular scheduled workday (minimum number of hours of the alternative
28 scheduled workday must be at least eight (8) hours), exclusive of the lunch period, or forty (40) in

1 one (1) week. Employees working a part-time schedule will receive overtime after forty (40) hours in
2 one (1) week, exclusive of lunch period.

3 **9.6.1.** All overtime shall be authorized or scheduled in advance by the
4 manager/designee in writing, except in emergencies. Saturday and Sunday work is not overtime
5 when it is a regular scheduled workday for the individual.

6 **9.6.2.** Emergency work at other than the normal scheduled working hours, or special
7 scheduled working hours, shall be credited as such. This unscheduled and emergency overtime will
8 be compensated as overtime and in the event this overtime work is accomplished prior to the normal
9 working hours and the employee subsequently works his/her regular shift shall be compensated at
10 regular time.

11 **9.6.3.** Authorized overtime shall be compensated in time periods of one-quarter (1/4)
12 hour. Where an employee works any portion of a one-quarter (1/4) hour time period, the employee
13 shall accrue overtime as if s/he had worked the full one-quarter (1/4) hour.

14 **9.6.4.** For purposes of computing overtime, all authorized time off in a pay status shall
15 be considered as time worked.

16 **9.6.5.** There shall be no practice of compensatory time off except by mutual
17 agreement between the employee and the manager/designee. Compensatory time shall be earned at
18 the rate of one and one half (1-1/2) times the regular rate. With mutual agreement, compensatory
19 time may be earned as a mix of time off and paid time (for example, one hour of straight time, one
20 half-hour of time off).

21 **9.6.6.** All hours worked on a regular scheduled day off will be compensated as
22 overtime providing the employee has been in pay status a minimum of forty (40) hours, exclusive of
23 overtime, in the workweek.

24 **9.7. Physical Call-Out:** A minimum of four (4) hours at the overtime rate shall be allowed
25 for each call-out where the employee is called and returns to a designated work site after completing
26 his/her regular shift and leaving the work site. Where such overtime exceeds four (4) hours, the
27 actual hour worked shall be allowed at overtime rates. This shall include travel time from the
28 employee's residence to the designated work site or place of assignment. Scheduled non-work days

1 are not subject to call-out pay when the employee is scheduled for overtime work.

2 **9.7.1. Technological Call-Out (TCO):** A TCO is where an employee is called to
3 return to duty and performs those duties via telephone, facsimile, computer or similar electronic
4 device that does not require returning to a designated work site. If the time required responding to the
5 TCO exceeds nine (9) minutes, then a minimum of thirty (30) minutes pay at the overtime rate shall
6 be given. If the time exceeds thirty (30) minutes (or aggregate time of multiple TCOs exceeds thirty
7 (30) minutes), then a minimum of one (1) hour of pay at the overtime rate shall be given. Any TCO
8 or aggregate TCOs exceeding one (1) hour shall be compensated for at the overtime rate for all actual
9 time worked.

10 **9.8. Standby:** Standby is off duty time during which an employee is required to restrict
11 her/his activities and be available to report to work. Employees assigned to standby status in writing
12 shall be compensated at the rate of ten percent (10%) per hour for all hours spent on standby. If
13 called to work the employee shall cease being paid standby and be paid in accordance with Section
14 9.7.

15 **9.9. Professional Licenses and Certifications:** Employees compensated under this section,
16 when requested by the manager/designee, are required to show proof of having a current, valid license
17 or certificate.

18 **9.9.1. Professional License:** Employees may be required to have one (1) or more
19 current Washington State professional licenses in the branches of Civil, Electrical, Hydraulic,
20 Industrial, Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, Geology or
21 Illumination shall be paid an additional one hundred dollars (\$100.00) per month If the professional
22 license is not required but related to the employee's work, they will receive fifty dollars (\$50.00) per
23 month. It is agreed to by the County and the Union that no employee will be removed from an
24 existing position because of a lack of license(s)/certification(s).

25 **9.9.2. Professional Certifications:**

26 **9.9.2.1.** Within the terms of this Agreement, certification includes, and is
27 limited to, International Conference of Building Officials Certifications in Building Inspection, Code
28 Enforcement Officers, Landscape Architecture, Certified Floodplain Manager, Mechanical,

1 Plumbing, Combination Inspector, Fire and Plans Examiner, and State Certified Public Accountant.

2 **9.9.2.2.** During the term of this Agreement, additional certifications may be
3 added by mutual agreement of the parties to this contract.

4 **9.9.2.3.** All Employees who have one or more valid certifications as described
5 in Section 9.9.2.1 above in a discipline directly applicable to their employment, shall be paid an
6 additional fifty (\$50.00) dollars per month.

7 **9.9.3. License/Certification Fees:** The County will reimburse for the original (if
8 original was required and obtained by employee after KC employment) and each renewal cost of the
9 required license(s)/certification(s) and will reimburse the cost of continuing education
10 courses/materials required to maintain those license(s)/certification(s), excluding travel expenses.

11 **9.9.4 Reopener for Professional License and Certification:** The County and Union
12 agree to reopen Article 9 of this CBA in the event the Washington State Legislature enacts legislation
13 requiring continuing education credits for the holders of professional licenses and/or certifications, as
14 identified in Article 9.9.1 and 9.9.2 herein. The purpose of this reopener is to discuss appropriate
15 compensation adjustments in light of the new requirements.

16 **9.10. Special Duty:** Employees required by the County to perform duties in an air-purifying
17 respirator and chemical-resistant clothing shall receive a five percent (5%) wage premium for all
18 duties performed while so outfitted.

19 **9.11. Defense and Indemnification:** In accordance with KCC Chapter 4.13, whenever an
20 employee or former employee is named as a defendant in a civil or criminal action arising out of the
21 performance of the employee's duties and is acting within the scope of employment, the County shall,
22 at the written request of the employee, furnish counsel (or, solely at the County's discretion,
23 reimburse the employee the cost of their private counsel) to represent the employee to a final
24 determination of the action, without cost to the employee. To have the benefit of such legal
25 representation and indemnification, the employee must have acted in good faith, with no reasonable
26 cause to believe such conduct was unlawful, and within the scope of their county employment. All
27 questions as to whether the employee is entitled to indemnification shall be decided by the chief civil
28 deputy prosecuting attorney in accordance with KCC 4.13.020(B).

1 **9.12. Boot Allowance:** Eligible employees who are required by the County to wear a
2 specified type of safety boot, will receive a reimbursement, voucher or replacement item, in the
3 amount determined by the policy and procedures established by their Department.

4 **9.13. Wage Study Reopener:** The County and Union will jointly conduct a wage study to
5 analyze agreed upon comparables related to compensation rates and stamping responsibilities for
6 professional engineers. The parties commit to complete the wage study approximately six months
7 after full ratification.

8 **ARTICLE 10: HOURS OF WORK**

9 **10.1. Workweek:** The standard workweek for all employees shall consist of five (5)
10 consecutive work days not to exceed eight (8) hours each, exclusive of the lunch period, and not to
11 exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. The
12 working hours of each day shall normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts and
13 alternate and flex workweeks are recognized as provided under Section 10.4. It is understood that the
14 standard workweek and/or normal working hours of some positions do not fall within standards
15 provided in this provision, as outlined above, and are not eligible for the premium under Section 10.5.

16 **10.2. Flood Emergency:** In the event of a flood emergency, the normal working hours of
17 employees may be changed, provided that eight (8) hours advance notice is given. The normal flood
18 emergency shift shall be of twelve (12) hours duration. Standby and/or alert status shall not be used
19 to circumvent the required eight (8) hours notice.

20 **10.2.1. Disaster/Emergency Response:** Includes, but is not limited to, natural
21 disasters, chemical releases, power outages or terrorist threats.

22 **10.2.2.** Dependent upon the nature of the disaster/emergency, employees deemed to be
23 essential personnel are required to report for work. Depending on the nature of the
24 disaster/emergency, essential personnel may vary. The County will make every effort to identify
25 essential personnel prior to disaster/emergency situations.

26 **10.3. Breaks:** Employees shall receive fifteen (15) minutes paid rest period for each work
27 period of four (4) hours or more. Rest periods shall be taken as near as possible to the mid-point of
28 each four (4) hour work period. No employee shall be required to work more than three (3) hours

1 without a rest period. Employees shall be allowed an unpaid meal period of at least thirty (30)
2 minutes which shall commence no less than three (3) hours nor more than five (5) hours from the
3 beginning of the work shift. Rest and meal periods may not be combined.

4 **10.4. Alternate, Part-Time and Flex Workweeks:** Notwithstanding Section 10.1 an
5 alternate, part-time and/or flex workweek may be implemented during the term of this Agreement
6 upon approval by the manager/designee. Specific conditions for an alternate, part-time and/or flex
7 workweek shall be subject to written agreement between the manager/designee and the employee
8 prior to implementation. The conditions must include, but are not limited to, the date the alternate
9 and/or flex workweek begins and when and under what circumstances the agreement will terminate or
10 be renewed. Holidays and overtime will be compensated in accordance with the terms of this
11 Agreement. For purposes of this Agreement, "flex" is defined as having different start/quit times
12 scheduled for each workday of the workweek, and "alternate" is defined as the number of hours
13 and/or days scheduled for work during a workweek.

14 **10.5. Exceptional Work Schedules:** The County may make temporary changes to normal
15 working hours where circumstances require that work must be performed outside of the normal
16 working hours, providing that the changes are made in whole workdays. Working hours as provided
17 under Sections 10.1 and 10.4 shall be excluded from an exceptional work schedule.

18 **10.5.1.** Assignment of employees to exceptional work schedules will be done first by
19 requesting qualified volunteers. If no volunteers are secured, or if specific skills are required, then
20 assignments will be made at the discretion of management.

21 **10.5.2.** An employee assigned to an exceptional work schedule shall be eligible for
22 ten (10) percent above her/his base hourly rate for all work performed outside the normal working
23 hours. Overtime shall apply to work performed in accordance with Article 9.6.

24 **10.5.3.** Assignments of less than seven (7) days duration may be made by providing a
25 minimum of twenty-four (24) hours notice to the employee, and forty-eight hours (48) where
26 possible; except for emergencies. Assignments of an indeterminate period beyond seven (7) days
27 may be made by providing a minimum of seven (7) calendar days notice to the employee. The day
28 upon which the employee receives notice of an exceptional work schedule shall constitute the first

1 day of notice.

2 **10.6. Telecommute:** Employees may be eligible to telecommute in accordance with the
3 County's Telecommuting Policy.

4 **ARTICLE 11: VEHICLES**

5 **11.1.** No employee within the bargaining unit shall be required, as a condition of
6 employment, to provide a personal automobile for use in County business.

7 **11.2.** All employees who have been authorized to use their own transportation on County
8 business shall be reimbursed at the rate set by the Council by ordinance.

9 **11.3.** Overnight storage of a County vehicle at a secure County facility may be allowed
10 provided it can be demonstrated that the employee normally begins or ends the workday in the field
11 and the distance to the overnight storage site is less than a return trip to the employee's main office, if
12 approved by the Department Director.

13 **11.4.** The assignment of take-home privileges for 24-hour vehicle assignments, whereby an
14 employee shall be permitted to park such a vehicle at his/her residence overnight, shall be made by
15 the Department Director or Designee. The assignment shall be in accordance with department
16 standards. The standards will be reviewed annually and subject to updating following the review.
17 Any change will be negotiated.

18 **11.5.** The employee shall be notified of any change in vehicle assignment fourteen (14) days
19 prior to the implementation.

20 **11.6.** Compensation for hourly employees with assigned vehicles will be in accordance with
21 the applicable FLSA rules and regulations.

22 **11.7.** Employees with take-home privileges are required to submit any reports or other
23 documents required by the County when requested.

24 **11.8.** The assignment of vehicles and/or take-home privilege shall be reviewed at least
25 annually or more often depending on business needs. For example, seasonal duties, light duty,
26 change in assignment, etc.

1 **ARTICLE 12: EMPLOYEE RIGHTS**

2 12.1. The off-duty activities of employees shall not be cause for disciplinary action unless
3 said activities are detrimental to the employee’s work performance or the program of the agency.

4 12.2. If the County determines to bring disciplinary action against an employee, the employee
5 shall be apprised of his/her rights of appeal and representation as provided for in the Grievance
6 Procedure of this Agreement.

7 12.3. The County may issue a written reprimand, suspend, demote, or discharge a regular
8 employee for just cause.

9 12.4. Counseling and warnings whether issued in writing or given orally are considered
10 notice not discipline and will not be used for determining progressive discipline.

11 12.5. Employees hired into regular positions will serve a six (6) month probation period. The
12 probation period may be extended by the manager/designee at his/her discretion, not to exceed one (1)
13 year. The probation period may also be waived by the manager/designee at his/her discretion.
14 Probation for employees who are placed in lieu of layoff or who bump in lieu of layoff will be
15 governed by both this section as well as Article 15 which provides that an employee who is placed or
16 bumps into another position in lieu of layoff after receiving a layoff notice, is subject to probation as
17 may be required by Career Service Rules, however, the “at will” element of probation is not
18 applicable to such employees. If it is determined during the probationary period that the employee is
19 not qualified or cannot perform in a satisfactory manner, the employee will be transferred or laid off
20 and referred back to Career Support Services.

21 **ARTICLE 13: TEMPORARY EMPLOYEES**

22 13.1. The duration of King County temporary employee assignments will be administered in
23 accordance with the King County Code and 2005 King County Personnel Guidelines. KCC 3.12.010
24 provides that short term temporary employees shall be limited to 910 hours in a rolling calendar year
25 in work units in which a thirty five hour work week is standard, or be limited to 1040 hours in a
26 rolling calendar year in work units in which a forty hour work week is standard.

27 13.2. The County agrees that it will not use short-term temporary or term-limited temporary
28 employees to supplant regular positions.

1 **13.3.** Individuals offered short-term temporary or term-limited temporary employment shall
2 meet the same pre-employment standards as applicants for regular employment. A copy of the
3 standards used shall be provided, upon request, to the Union.

4 **13.4.** If the short-term temporary or term-limited temporary employee subsequently receives
5 regular employment in the same classification, the probationary period, or part thereof, may be
6 waived by the manager/designee.

7 **13.5.** Where the Agreement is silent, short-term temporary and term-limited temporary
8 employees are governed by provisions of the King County Code, as modified.

9 **13.6.** The County performs an annual review of short-term and term-limited temporary
10 employee usage called the Body of Work Review. The County will annually meet with the Union to
11 discuss the results of the review, and provide any relevant documentation.

12 **ARTICLE 14: UNION REPRESENTATION**

13 **14.1.** 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 **14.2.** The Executive Director and/or Representative shall have the right to appoint a steward
17 at any location where members are employed under the terms of this Agreement. The Union will
18 furnish the County's Labor Negotiator with the names of stewards when appointed. The steward
19 shall be allowed reasonable time to perform steward duties during regular working hours.

20 **14.3.** Union stewards or other County employees representing union interests during contract
21 negotiations are authorized to meet with County management during the working hours without loss
22 of pay, but shall not be eligible for overtime for such activities. The Union will limit its
23 representation to two (2) County employees from DPER, DNRP, DOT and one (1) County employee
24 from DES, during negotiations held on County time, except where through mutual agreement it is
25 deemed to be in the best interests of the parties to exceed such limit.

26 **14.4.** Where allowable, the County shall make available to the Union any meeting space,
27 rooms, etc., for the purpose of conducting Union business, where such activities would not interfere
28 with the normal work of the department, provided however, the Union may not hold mass meetings in

1 such facilities.

2 **14.5.** A regular employee elected or appointed to office in the Union which requires a part of
3 all of their time shall be given leave of absence up to one (1) year without pay upon application.

4 **14.6.** Written policies, rules, or directives affecting the terms and conditions of this
5 Agreement shall be provided to the Union upon request.

6 **14.7. Bulletin Boards:** The County agrees to permit the Union to post on County bulletin
7 boards announcement of meetings, election of officers, and any other Union material, providing there
8 is sufficient space, beyond what is required by the County for “normal” operations.

9 **14.8. Electronic Mail:** The Union may use email for jointly communicating information in
10 which the County has an interest such as: general meeting announcements and scheduling,
11 labor/management committee communiqués (agendas, minutes, announcements and scheduling), and
12 other like information. A Shop Steward may use the County’s email system for communications
13 consistent with the County’s Acceptable Use Policy.

14 **ARTICLE 15: REDUCTION IN FORCE/SENIORITY**

15 **DEFINITIONS:**

16 **a. Seniority:** Bargaining unit seniority shall be defined as the total service with King
17 County in the bargaining unit. Effective upon implementation of this agreement, seniority accrual
18 will be adjusted when in a non-pay status for more than thirty (30) consecutive days. For time in a
19 non-pay status exceeding thirty (30) days, the adjustment will include the initial thirty (30) days.
20 Employees working a part-time schedule will receive prorated seniority based on the full-time work
21 schedule in the work unit, as defined in Article 10.1. An employee who leaves County employment
22 for more than five (5) years will lose all accrued seniority. An employee who has left the bargaining
23 unit for any duration but remains in County employment will be credited for prior service in the
24 bargaining unit, including time spent as an FTE, TLT, or Short-Term temporary employee, if rehired
25 into a bargaining unit position. An employee who has not completed his/her probationary period in a
26 bargaining unit classification will be included on the seniority list in the last bargaining unit
27 classification in which s/he previously held regular status, if any. In the event there are two (2)
28 employees having the same bargaining unit seniority, the County will consider ability and skill to be

1 the determining factor on retention.

2 **b. DPER:** For purposes of this Article, the Department of Permitting and
3 Environmental Review will be considered a Division.

4 **15.1. Pre-Layoff Process:**

5 **a. Reassignment:** The County will conduct a process of reassigning employees to
6 occupied or vacant positions for the purpose of attempting to layoff the least senior employee in the
7 classification slated for reduction. Employees who are reassigned to occupied or vacant positions
8 within their respective Division will not be required to serve a probation period. Employees who are
9 similarly reassigned to occupied or vacant position outside their division may be required to serve a
10 probationary period as provided under Article 12 of this agreement. However, employees may refuse
11 reassignment outside of their Division and consequently may elect to be laid off and exercise any
12 bumping rights pursuant to the terms of this agreement. This management directed process is not
13 grievable.

14 **b. Mitigation:** The County and the Union shall jointly endeavor to find ways to
15 minimize and/or mitigate the number of employees who must be laid off (*e.g.*, look for other non-
16 staff related cost savings, voluntary reassignment, reassign employees to vacant positions, temporary
17 placement in other departments, or consider leaves of absence.)

18 **15.2. Notice To Union and Affected Employees:**

19 **a.** When a reduction in force is anticipated, the County will notify the Union
20 Representative at least five (5) calendar days prior to layoff notices being presented to the affected
21 employee(s). The notice will include the name of the division(s), classification(s), and employee(s)
22 identified for layoff.

23 **b.** When layoffs are anticipated during the regular budget process, the County will notify
24 the Union and affected employee in writing at least sixty (60) calendar days in advance of any
25 anticipated layoff. This provision only applies to initial notification and does not apply to subsequent
26 layoff due to bumping. Those subsequent layoffs will receive a minimum thirty (30) day notice.

27 **c.** In the event the County has a legitimate business reason for doing so, the initial notice
28 requirement can be reduced to a minimum of thirty (30) days in advance of the anticipated layoff.

1 The County shall provide written notice to the Union of their legitimate business reason. The
2 shortened time frame for notification shall serve as an exception and shall be used sparingly.

3 **15.3. Bumping:** Bumping shall not result in a promotion. An employee will have five (5)
4 working days from the time of written notification of layoff to notify the County of his/her intent to
5 exercise his/her bumping rights. The employee's written notice must include the classification(s)
6 within his/her classification series, listed by preference, in which s/he proposes to bump. An
7 employee will forfeit his/her bumping rights if his/her written notice is not submitted within five (5)
8 working days or the County has not accepted a late filing of the notice. The County will, if it
9 determines that there are warranting circumstances, accept a late-filed notice from an employee.

10 **15.3.1. Qualified to Bump:** The County shall make a reasonable and rational
11 determination in deciding whether or not an employee is qualified to bump into another position and
12 whether the employee can achieve a satisfactory level of job performance within the probationary
13 period. If the employee is deemed not qualified to bump the County shall provide the
14 employee/Union with written notice and documentation of the reasons and rationale for that
15 determination.

16 **15.3.2. Bump Options:** The following are the options to be considered, in order, for
17 a laid off employee:

18 **15.3.2.1.** If an employee's adjusted seniority date in the bargaining unit is
19 before January 1, 1986, s/he shall first elect to bump the least senior bargaining unit employee in
20 his/her division and classification for which s/he is qualified. If the employee is unable to bump
21 within his/her division, s/he may then elect to bump the least senior bargaining unit employee in
22 his/her classification for which he/she is qualified. If the employee is unable to bump into his/her
23 classification as described above, s/he may then elect to bump the least senior employee in his/her
24 same classification series in the same division for which s/he is qualified. If the employee is unable
25 to bump within the division, s/he may then elect to bump the least senior bargaining unit employee in
26 his/her classification series for which s/he is qualified. The employee may decline to bump across
27 divisions and elect to bump under Sections 15.3.2.2-4 or be laid-off.

28 If an employee's adjusted seniority date in the bargaining unit is after January 1, 1986, s/he

1 may:

2 **15.3.2.2.** Bump the least senior bargaining unit employee within the same
3 division and classification for which she/he is qualified.

4 **15.3.2.3.** Bump the least senior bargaining unit employee within the same
5 division into a lower paying classification in his/her same classification series for which she/he is
6 qualified.

7 **15.3.2.4.** Bump the least senior bargaining unit employee within the same
8 division into a lower paying classification s/he has previously regularly occupied for which she/he is
9 qualified.

10 **15.3.2.5.** Bump the least senior bargaining unit employee within the same
11 division into a lateral classification (one that has the same rate of pay) for which s/he is qualified and
12 has previously served a probationary period or had probation waived by the County or a classification
13 directly derived from the same pre-class/comp project classification at the same or lower rate of pay.

14 **15.3.3. Continued Employment:** An employee identified for layoff will retain
15 employment with the County at their current rate of pay until the County has completed the bumping
16 process. In the event a grievance has been filed pertaining to the layoff process, the employee will
17 retain employment with the County at their current rate of pay until the grievance process has
18 concluded and a final determination has been made.

19 **15.4. Reduction in Force Grievance Process:** In the event the Union disputes the County's
20 determination of an employee's qualifications to bump or be recalled into another position, the Union
21 may file a grievance using the following process. The Union will have five (5) working days from
22 notice of the County's determination to file a grievance with the Division Director. The Division will
23 have ten (10) working days to conduct a meeting with the Union and respond to the grievance. If
24 necessary, the grievance may be elevated to the Office of Labor Relations, which will have ten (10)
25 working days to make a final determination. The final determination is not arbitrable by either the
26 Union or the County.

27 **15.5. Recall:** An employee who is laid off will have recall rights to his/her previous
28 classification for two (2) years from the date of layoff, if qualified. An employee retains his/her recall

1 rights even if s/he accepts another classification or temporary position with the County. Recall will
2 be by seniority where the most senior employee in the classification series will be recalled first. An
3 employee who is laid off shall have one (1) opportunity to refuse a recall in his/her classification,
4 except if the employee is recalled to his/her previous position, in which case a first refusal will
5 terminate the employee's recall rights.

6 **15.5.1. Notice of Recall:** An employee will have ten (10) calendar days from the date
7 the notice of recall is sent by certified mail in which to notify the County of whether s/he will accept
8 the position. The County will consider the employee's failure to notify the County within ten (10)
9 calendar days as a refusal. The County will, if it determines that there are warranting circumstances,
10 accept a late-filed notice from an employee. Notices will be in writing. It is the employee's
11 responsibility to keep the County informed of his/her current address.

12 **15.5.2. Recall for Temporary Work:** The County will use bargaining unit
13 employees, in order of seniority, who are on the recall list to perform temporary bargaining unit work
14 in his/her classification series before employing anyone else, provided the employee is qualified to
15 perform the work. An employee on the recall list who is offered the work may decline the temporary
16 work without jeopardizing his/her recall rights under this section.

17 **15.6. Reinstatement:** An employee recalled within two (2) years from the time of layoff will
18 have their vacation leave accrual rate and any forfeited sick leave accruals restored.

19 **ARTICLE 16: RECLASSIFICATION**

20 **16.1.** It is understood by the parties that every incidental task connected with duties
21 enumerated in job descriptions is not always specifically described.

22 **16.2.** A reclassification of a position may be appropriate if the duties and responsibilities
23 assigned to the position have changed over a period of one (1) year to the extent that they no longer
24 represent the preponderance of duties and responsibilities enumerated in the class specification, or if
25 the position has been restructured because of reorganization or because the department has assumed
26 new duties and responsibilities. If a division manager or department director believes that a position
27 meets the above criteria and seeks to have the position reclassified, s/he may submit a written request
28 to the Division Director/designee of Human Resources, Department of Executive Services to review

1 the position and determine if the criteria has been met, if the position should be reclassified, and what
2 the appropriate classification should be.

3 **16.3.** An employee may also submit a request for reclassification of his/her position for the
4 reasons set forth under Section 16.2 to his/her division manager for consideration. If it is determined
5 that the position will not be reclassified, but the employee has been doing the preponderance of the
6 duties and responsibilities of a higher paid position, s/he may be eligible for compensation as
7 provided under Article 9.4. Any resultant reclassification shall be made effective on the first day of
8 the pay period following the date the request was signed by the division manager. Failure on the part
9 of King County to process a reclassification request within 180 days of submittal by an employee, or
10 to secure an extension from the Union, will automatically move the matter to Section 16.7 for
11 resolution.

12 **16.4.** An employee whose position is reclassified upward due to an accretion of duties and
13 responsibilities will be promoted to the higher classification (see Article 9.5).

14 **16.5.** An employee whose position is reclassified due to a reorganization or because the
15 department assumed new duties will be transferred, promoted, demoted, or laid off in accordance
16 with applicable provisions of this Agreement.

17 **16.6.** If the reclassification results in a demotion and if the employee remains in the
18 reclassified position, then the employee will be considered to have taken a voluntary demotion and
19 the employee will be eligible for recall (see Section 15.6).

20 **16.7.** The County and the Union agree that disputes relating to the classification of a position
21 will be submitted to the Division Director/designee of Human Resources, Department of Executive
22 Services for reconsideration. If the Union disagrees with the Division Director's/designee's decision
23 it may, within thirty (30) days, submit the issue to a neutral third party. The neutral party will be
24 selected by the Division Director of HR/designee and the Union. The decision of the neutral shall be
25 binding upon all parties. An employee may file a classification grievance either under this Agreement
26 or under the King County Personnel Board guidelines, but not both. An employee that files a
27 classification grievance under this Agreement cannot file the same grievance with the King County
28 Personnel Board.

1 **ARTICLE 17: TRANSFER/RE-EMPLOYMENT**

2 17.1. Any regular employee who is promoted or laterally transfers to positions with the
3 bargaining unit and does not successfully complete the probationary period for that position, shall
4 have rights back to a vacant position in his/her former classification or class series, if qualified. If the
5 employee is not qualified, s/he will be placed on the recall list.

6 17.1.1. Prior to the initiation of any competitive process to fill a vacant bargaining
7 unit position, regular employees of the bargaining unit holding the same classification as that of the
8 vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Such
9 lateral transfers shall be accomplished pursuant to the following procedure:

10 17.1.1.1. Notification of the vacancy shall be provided to all regular
11 bargaining unit employees whose classification is the same as that of the vacant position and thus
12 eligible for lateral transfer considerations. Additional eligibility will be granted to bargaining unit
13 employees who are at the same pay rate, same classification, or higher pay rate of a classification
14 previously held pre-classification/compensation implementation. Notification to bargaining unit
15 employees will be via the King County Jobs website and posted on the designated 17A bulletin board.

16 17.1.1.2. Eligible regular employees expressing interest in a lateral transfer
17 shall be interviewed by the manager/designee.

18 17.1.1.3. Interested eligible regular employees who are not selected though the
19 lateral transfer process may notify the hiring authority/designee in writing that they wish to be
20 included in the competitive examination process for that position. The notification by the employee
21 must be made within three (3) working days after notification of not being selected as a lateral
22 transfer to the individual designated by the hiring department and shall not be bound by any otherwise
23 applicable application deadline.

24 17.1.1.4. If none of the interested eligible regular employees are selected for
25 lateral transfer, the position will be filled through the County's hiring processes.

26 17.2. Nothing in this Agreement restricts the manager/designee from transferring an
27 employee to another work unit in the department to meet business needs.

1 **ARTICLE 18: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

2 **18.1.** The Union and the County recognize the importance of settling issues at the lowest
3 possible level of supervision whenever possible, prior to resorting to the formal grievance process and
4 is in the interest of continued good employee relations and morale.

5 **18.1.1.** Grievances are to be heard on County time and no employee shall receive
6 compensation beyond normal working hours while attending grievance meetings.

7 **18.1.2.** Employees will be unimpeded and free from restraint, interference, coercion,
8 discrimination or reprisal in seeking adjudication of their grievance.

9 **18.2.** A grievance is an issue raised by an employee regarding the interpretation and
10 application of the terms and provisions of this agreement.

11 **18.3.** A grievance must be presented within fifteen (15) working days after the occurrence of
12 the event giving rise to such grievance. Employees have the right to Union representation at all levels
13 of the grievance procedure. Grievances filed by the Union on general or group issues shall be filed at
14 a level appropriate to expeditious adjudication. However, copies of the written grievance must be
15 made available to lower levels of supervision.

16 **18.4. Procedure:**

17 **Step 1** - A grievance shall be presented by either the aggrieved employee or the Union
18 to the employee's immediate supervisor and must; a) fully describe the grievance and how the
19 employee was adversely affected, b) set forth the section(s) of the Agreement allegedly violated and,
20 c) specify the remedy or solution being sought by the employee(s) filing the grievance. The
21 immediate supervisor shall attempt to resolve the matter, responding to the employee in writing
22 within fifteen (15) working days of the receipt of the grievance. If the grievant does not pursue the
23 matter to the next level within fifteen (15) working days, it shall be presumed resolved.

24 **Step 2** - Should no resolution be reached at Step 1, the written grievance shall then be
25 presented to the manager/designee for investigation, discussion and written reply. The
26 director/designee shall make his/her written decision available to the aggrieved employee within
27 fifteen (15) working days after receipt of the grievance. If the grievant does not pursue the matter to
28 the next higher level within ten (10) working days, it shall be presumed resolved.

1 **Step 3** - If the decision of the manager/designee has not resolved the grievance, the
2 grievance along with supporting documentation may be presented by the Union to the Labor
3 Negotiator/designee, who, within fifteen (15) working days of receipt of the grievance, will contact
4 both the Union and the Department(s) to discuss the facts and circumstances surrounding the
5 grievance, the concerns of both the Union and Department(s) and explore possible settlement options.

6 The employee and the department may each invite such other persons to the meeting as may
7 be necessary to fully understand the grievance.

8 After the meeting, the Union representative, the department representative and the Labor
9 Negotiator/designee will write a decision as to the validity of the grievance and appropriateness of the
10 remedy sought. The majority decision shall be the proposed resolution of the grievance. The
11 decision shall be forwarded to the employee within ten (10) working days of the meeting date.

12 **Step 4** - If the decision of the Labor Negotiator/designee does not resolve the
13 grievance, either party may request arbitration within thirty (30) calendar days of receipt of the Step 3
14 decision. The Union and the County shall then select a third disinterested party to serve as an
15 arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall
16 be selected from a list of five (5) supplied by FMCS or PERC. The arbitrator shall render a decision
17 within thirty (30) calendar days of the hearing date. The decision of the arbitrator shall be final and
18 binding upon both parties.

19 **18.4.1. Selection of Arbitrator.** Should arbitration be necessary, the Parties shall
20 select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to
21 agree upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished
22 by PERC or the Federal Mediation and Conciliation Service, whichever source is mutually
23 acceptable. The arbitrator will be selected from the list by both the County representative and the
24 Union, each alternately striking a name from the list until only one name remains. The party to strike
25 first shall be determined by a coin toss.

26 **18.5.** The arbitrator shall have no power to change, alter, detract from, or add to the
27 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
28 this Agreement in reaching a decision on the grievance.

1 **18.6.** No matter may be arbitrated which the County, by law, has no authority over or has no
2 authority to change.

3 **18.7.** There shall be no strikes, cessation of work or lockout during such conferences or
4 arbitration.

5 **18.8.** Each party to an arbitration proceeding shall bear the full costs of its representatives and
6 witnesses regardless of the outcome. The arbitrator's fees and expenses and any court reporter's fee
7 and expenses agreed to by the Union and the County shall be borne equally by both parties.

8 **18.9.** Time limits set forth in this Article may be extended by mutual agreement.

9 **18.10.** Selection of this grievance procedure for the resolution of a dispute shall preclude the
10 use of any other procedure in resolving the matter at issue.

11 **18.11.** The provisions of this Article will not apply to probationary, temporary, provisional
12 and term-limited temporary employees if they are discharged.

13 **18.12. Mediation:**

14 **18.12.1. Unfair Labor Practice:** The County and the Union agree that thirty (30)
15 calendar days prior to filing a ULP complaint with PERC, the complaining party will notify the other
16 party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for
17 filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining
18 order as relief for the alleged Unfair Labor Practice.

19 **18.12.2. Grievance:** After a grievance is initially filed, the following Alternative
20 Dispute Resolution (ADR) process may be followed, with mutual consent.

21 **18.12.2.1.** A meeting will be arranged by the County and Union
22 Representatives.

23 **18.12.2.2. (a)** The meeting will include a mediator(s) and the affected parties.

24 **(b)** The parties may mutually agree to other participants such as
25 subject matter experts.

26 **18.12.2.3.** The parties will meet at mutually agreeable times to attempt to
27 resolve the matter.

28 **18.12.2.4.** If the matter is resolved, the grievance will be withdrawn.

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18.12.2.5. If the matter is not resolved, the grievance may continue through the grievance process.

18.12.2.6. Either party can initiate the next step in the grievance process at the appropriate times, irrespective of this process.

18.12.2.7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

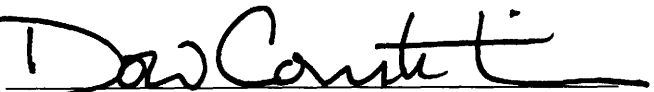
This section does not supersede or preclude any use of grievance mediation later in the grievance process.

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 King County Council and will cover May 1, 2011 through April 30,
4 2015.

5 19.2. Contract negotiations for the succeeding contract may be initiated by either party
6 providing to the other written notice of its intention to do so, at least thirty (30) days prior to
7 November 1, 2014.

8
9 APPROVED this 15 day of JANUARY, ~~2012~~ ²⁰¹³

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11
12
13 By: 
14 King County Executive

15
16
17 Professional and Technical Employees, Local 17:

18
19 
20 Joseph McGee, Executive Director

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22
23
24 
25 Behnaz Nelson, Union Representative

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cba Code: 040

ADDENDUM A - WAGES
Professional and Technical Employees, Local 17

Union Code: C1

Department of Natural Resources and Parks
and
Department of Transportation

| Job Class Code | PeopleSoft Job Code | Classification | Pay Range* |
|-----------------------|----------------------------|---|-------------------|
| 7114300 | 712303 | Capital Project Manager I | 54 |
| 7114400 | 712403 | Capital Project Manager II | 59 |
| 7114500 | 712503 | Capital Project Manager III | 64 |
| 7114600 | 712604 | Capital Project Manager IV | 69 |
| 7112100 | 711106 | Engineer I | 54 |
| 7112200 | 711207 | Engineer II | 59 |
| 7112300 | 711310 | Engineer III | 64 |
| 7112400 | 711403 | Engineer IV | 69 |
| 7113100 | 711601 | Engineering Technician I | 43 |
| 7113200 | 711701 | Engineering Technician II | 47 |
| 7520100 | 752103 | Environmental Scientist I | 54 |
| 7520200 | 752204 | Environmental Scientist II | 59 |
| 7520300 | 752303 | Environmental Scientist III | 64 |
| 7520400 | 752402 | Environmental Scientist IV | 69 |
| 7521100 | 752503 | Environmental Specialist I | 47 |
| 7521200 | 752602 | Environmental Specialist II | 51 |
| 5321100 | 535203 | Health and Environmental Investigator I | 51 |
| 5321200 | 535302 | Health and Environmental Investigator II | 58 |
| 5321300 | 535402 | Health and Environmental Investigator III | 60 |
| 2441100 | 243102 | Project/Program Manager I | 53 |
| 2441200 | 243203 | Project/Program Manager II | 58 |
| 2441300 | 243302 | Project/Program Manager III | 63 |
| 5316100 | 532801 | Site Development Specialist I | 59 |
| 5316200 | 532901 | Site Development Specialist II | 64 |

For rates, please refer to the King County Squared Table

***Steps 1, 2, 4, 6, 8, 10 Only**

Department of Permitting and Environmental Review

| Job Class Code | PeopleSoft Job Code | Classification | Pay Range* |
|----------------|---------------------|--|------------|
| 4200100 | 421103 | Administrative Office Assistant | 29 |
| 4201100 | 421204 | Administrative Specialist I | 33 |
| 4201200 | 421305 | Administrative Specialist II | 37 |
| 4201300 | 421403 | Administrative Specialist III | 41 |
| 4201400 | 421502 | Administrative Specialist IV | 46 |
| 5311100 | 531101 | Code Enforcement Officer I | 54 |
| 5311200 | 531202 | Code Enforcement Officer II | 61 |
| 5311300 | 531002 | Code Enforcement Officer III | 64 |
| 5311400 | 531702 | Code Enforcement Officer IV | 68 |
| 7112100 | 711106 | Engineer I | 54 |
| 7112200 | 711207 | Engineer II | 59 |
| 7112300 | 711310 | Engineer III | 64 |
| 7112400 | 711403 | Engineer IV | 69 |
| 7520100 | 752103 | Environmental Scientist I | 54 |
| 7520200 | 752204 | Environmental Scientist II | 59 |
| 7520300 | 752303 | Environmental Scientist III | 64 |
| 7520400 | 752402 | Environmental Scientist IV | 69 |
| 7521100 | 752503 | Environmental Specialist I | 47 |
| 7521200 | 752602 | Environmental Specialist II | 51 |
| 4101100 | 411102 | Fiscal Specialist I | 34 |
| 4101200 | 411203 | Fiscal Specialist II | 38 |
| 4101300 | 411302 | Fiscal Specialist III | 42 |
| 5312100 | 531301 | General Inspector I | 54 |
| 5312200 | 531401 | General Inspector II | 59 |
| 5312300 | 531501 | General Inspector III | 64 |
| 2211200 | 221602 | Inventory Purchasing Specialist II | 46 |
| 5313100 | 532101 | Land Use Coordinator | 49 |
| 5313200 | 532201 | Land Use Coordinator - Senior | 51 |
| 5314200 | 532401 | Permit Review Coordinator | 49 |
| 5314300 | 532002 | Permit Review Coordinator - Senior | 51 |
| 5315100 | 532501 | Plans Examination Engineer I / Plan Review Coordinator | 54 |
| 5315200 | 532601 | Plans Examination Engineer II / Plan Review Coordinator | 59 |
| 5315300 | 532701 | Plans Examination Engineer III / Plan Review Coordinator | 64 |
| 2441100 | 243102 | Project/Program Manager I | 53 |
| 2441200 | 243203 | Project/Program Manager II | 58 |
| 2441300 | 243302 | Project/Program Manager III | 63 |
| 2243100 | 225304 | Records Management Specialist | 46 |
| 5316100 | 532801 | Site Development Specialist I | 59 |
| 5316200 | 532901 | Site Development Specialist II | 64 |
| 4400100 | 441102 | Technical Information Processing Specialist I | 32 |
| 4400200 | 441202 | Technical Information Processing Specialist II | 36 |
| 4400300 | 441302 | Technical Information Processing Specialist III | 40 |

For rates, please refer to the King County Squared Table

***Steps 1, 2, 4, 6, 8, 10 Only**

Department of Executive Services - Facilities Management Division

| Job Class Code | PeopleSoft Job Code | Classification | Pay Range* |
|-----------------------|----------------------------|--|-------------------|
| 7114300 | 712303 | Capital Project Manager I | 54 |
| 7114400 | 712403 | Capital Project Manager II | 59 |
| 7114500 | 712503 | Capital Project Manager III | 64 |
| 7114600 | 712604 | Capital Project Manager IV | 69 |
| 7114100 | 712102 | Capital Project Management Technician I | 42 |
| 7114200 | 712202 | Capital Project Management Technician II | 47 |
| 2215200 | 0223904 | Contract Specialist II | 61 |
| 2215300 | 0224004 | Contract Specialist III | 66 |
| 5324100 | 0537202 | License Inspector | 55 |
| 2441200 | 0243203 | Project/Program Manager II | 58 |

For rates, please refer to the King County Squared Table

***Steps 1, 2, 4, 6, 8, 10 Only**

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APPENDIX A

**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 - Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation

| cba Code | Union | Contract |
|----------|-----------------|--|
| 040 | IFPTE, Local 17 | Departments: Development and Environmental Services, Executive Services, 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

Addressing King County 2011 Budget Crisis - 2011 COLA

International Federation of Professional & Technical Engineers, Local 17 - Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation

000U0310_COLA-2011_040

040C0112_Appendix A_000U0310_COLA-2011_040_scsg.pdf

Page 1

APPENDIX A

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

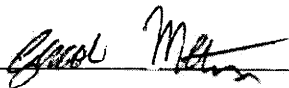
APPENDIX A

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.

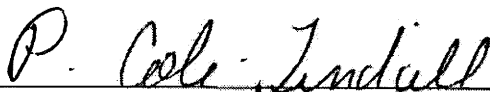
For International Federation of Professional & Technical Engineers,
Local 17:



11/9/10

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 Understanding
By and Between
King County
and
International Federation of Professional & Technical Engineers, Local 17
(Representing employees in the Department of Executive Services,
Facilities Management Division)**

Subject: Capital Project Manager Accretion Addendum

After a 100 percent showing of interest in joining International Federation of Professional & Technical Engineers, Local 17, King County hereby accretes the Capitol Project Manager job classification series at the Department of Executive Services into the Local 17A bargaining unit.

The intent of this Memorandum of Understanding is to acknowledge the status quo compensation terms for the accreted employees and to extend the previously negotiated provisions of the collective bargaining agreement to them. The terms and conditions of this agreement and the terms and conditions contained in Attachment 1 apply exclusively to all regular full time, regular part time and term-limited temporary employees in the classifications of Capital Project Manager I-IV and Capital Project Management Technicians who work for the Facilities Management Division of the Department of Executive Services.

The provisions below, as well as those contained in the addendum hereto, shall expire with the collective bargaining agreement between the parties and shall be renegotiated or renewed with the collective bargaining agreement. If this agreement is silent on the matter, the terms and conditions of the Local 17A collective bargaining agreement will prevail.

Reduction in Force:

Seniority is defined as time in the bargaining unit calculated from the date that King County granted recognition to this group. For employees on a part-time schedule, seniority will be prorated based on the proportion of the full time schedule they are working.

If a Capital Project Manager position is to be eliminated, term-limited temporary employees will be eliminated first. Thereafter, layoff will be determined based on inverse seniority (lowest in seniority going first) among the employees covered by this addendum, provided that the remaining employees have the ability to satisfactorily perform the available work. When the department has determined that an employee identified for layoff is not qualified for the positions held by less senior employees, the Career Support Services program will perform a comprehensive skills assessment for the employee selected for layoff; the department will furnish Career Support Services with a complete and up-to-date description of the position that is potentially a bumping option; and the department will consult with Career Support Services about whether the laid-off employee can be expected to achieve a satisfactory level of job performance within the duration of a probationary period, in the bumping option position. The parties will abide by the decision of Career Support Services and such decision shall not be grievable by either party.

[049] *International Federation of Professional & Technical Engineers, Local 17 (Capital Project Manager - Facilities Management Division, Department of Executive Services)*

[040] *International Federation of Professional & Technical Engineers, Local 17A (Departments: Development & Environmental Services, Natural Resources & Parks, Transportation)*

APPENDIX B

In the event that there are two employees who have the same seniority under the terms of this paragraph, then seniority will be determined by the employee's adjusted service date with King County (including time with METRO and Seattle/King County Public Health).

A member of this bargaining unit laid-off from his/her-career service position may elect to bump into a TLT position (if any) within the bargaining unit. Recall and reinstatement rights are identical to those in Sections 15.6 and 15.7 of the Local 17A collective bargaining agreement.

Bumping Protection:

Members of this addendum shall not be subject to the reduction in force provision of the Local 17A Master Agreement nor such language contained in any of its other addendums.

Wages:

| Job Class Code | MSA Job Class Code | PeopleSoft Job Class Code | Classification | Range* |
|--|--------------------|---------------------------|--|--------|
| 7114300 | 8516 | 712303 | Capital Project Manager I | 54 |
| 7114400 | 8517 | 712403 | Capital Project Manager II | 59 |
| 7114500 | 8518 | 712503 | Capital Project Manager III | 64 |
| 7114600 | 8519 | 712604 | Capital Project Manager IV | 69 |
| 7114100 | 8514 | 712102 | Capital Project Management Technician I | 42 |
| 7114200 | 8515 | 712202 | Capital Project Management Technician II | 47 |
| <p>For rates, please refer to the King County Squared Table *Steps 1, 2, 4, 6, 8, 10 Only</p> | | | | |

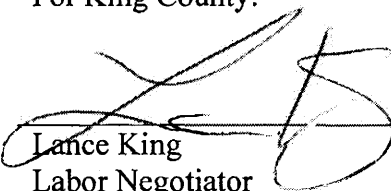
For International Federation of Professional & Technical Engineers, Local 17:



Behnaz Nelson
Union Representative

8/18/09
Date

For King County:



Lance King
Labor Negotiator
Human Resources Division
Department of Executive Services

8/25/09
Date

[049] International Federation of Professional & Technical Engineers, Local 17 (Capital Project Manager - Facilities Management Division, Department of Executive Services)

[040] International Federation of Professional & Technical Engineers, Local 17A (Departments: Development & Environmental Services, Natural Resources & Parks, Transportation)

APPENDIX B

ATTACHMENT 1

**Memorandum of Understanding
By and Between
King County
and
International Federation of Professional & Technical Engineers, Local 17
(Representing employees in the Department of Executive Services,
Facilities Management Division)
(Subject: Capital Project Manager Accretion Addendum)**

The intent of this agreement is to acknowledge the status quo compensation terms for the accreted employees and to extend the previously negotiated provisions of the collective bargaining agreement to them.

Wage Rates:

Employees who are hired at step one (1) of the ten (10) step pay scale will advance to step two (2) after successful completion of the probationary period. Steps thereafter will consist of two (2) steps on the ten (10) step pay scale to be applied annually on January 1st. Employees who are hired above step one (1) may advance to the next step after successful completion of probation. Steps thereafter will consist of two (2) steps on the ten (10) step pay scale to be applied annually on January 1st. Additionally, an employee who has been at the top step of his/her salary range for two (2) years or more will be eligible annually for a merit increase of 2.5% or 5% in accordance with the King County Merit Pay Plan in effect November 1, 2000.

Executive Leave:

Fair Labor Standards Act (FLSA)-exempt leave-eligible employees represented by this Agreement are expected to work the hours necessary to satisfactorily perform their jobs and may need to work, on an on-going basis, in excess of the standard work schedule of other King County employees. In recognition of this, the employees will receive a minimum of three (3) days of Executive Leave during the calendar year and shall also be eligible for a maximum of an additional seven (7) days of Executive Leave per calendar year. Executive Leave will be determined pursuant to Executive Policy PERS 8-1-2, when authorized by the immediate supervisor. Executive Leave must be used in the payroll year in which it was granted and cannot be carried over into the next payroll year or cashed out.

Contracting of Work:

The County agrees not to contract out work historically performed by members of the bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. If in order to secure funding for a specific project the County is required to contract all or part of the work to be performed due to limitations imposed by the funding agreement, said contracting shall not be considered a violation of this Article as long as it does not eliminate or reduce the normal workload of the bargaining unit. The county agrees to provide the union, upon request, with documentation to support any contracting of work under the terms of this section.

[049] *International Federation of Professional & Technical Engineers, Local 17 (Capital Project Manager - Facilities Management Division, Department of Executive Services)*

[040] *International Federation of Professional & Technical Engineers, Local 17A (Departments: Development & Environmental Services, Natural Resources & Parks, Transportation)*

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APPENDIX C

Memorandum of Understanding

By and Between

King County

and

International Federation of Professional & Technical Engineers, Local 17

Subject: Accretion of BRED (Business Relations and Economic Development, King County Executive Office) employees into International Federation of Professional & Technical Engineers, Local 17 bargaining unit – corrections to Memorandum of Understanding 040VR0210

The parties, King County (as represented by Deborah Bellam) and International Federation of Professional and Technical Engineers, Local 17 (as represented by Jacob Metzger) have agreed to correct three errors in the Memorandums of Understanding signed November 4 and 5, 2010, related to wages for Douglas Burke Eglington (page 1, below), J. Todd Scott (bottom of page 2) and John Trausch (bottom of page 2): These corrections are included in this revised Memorandum of Understanding.

The Historic Preservation Group in BRED is currently scheduled to move to the Department of Natural Resources and Parks and includes:

| NAME | RANGE/STEP | FLSA STATUS | JOB TITLE & CLASS CODE |
|--|---|-------------|--|
| Kent (Charlie) A. Sundberg | Range 63 Step 10 (receiving merit pay in 2010) | FLSA exempt | Project/Program Manager III 2441300 |
| J. Todd Scott | Range 63 Step 5 | FLSA exempt | Project/Program Manager III 2441300 |
| Douglas Burke Eglington (TLT part time) | Range 63 Step 10 (receiving merit pay in 2010) | FLSA exempt | Project/Program Manager III 2441300 |
| Philippe David LeTourneau (TLT part time) | Range 63 Step 7 | FLSA exempt | Project/Program Manager III 2441300 |

APPENDIX C

The Contract Compliance group in BRED is currently scheduled to move to the Department of Executive Services and includes:

| NAME | RANGE/STEP | FLSA STATUS | JOB TITLE & CLASS CODE |
|-----------------|------------------|-----------------|--|
| Charles Leviege | Range 66 Step 10 | FLSA exempt | Contract Specialist III 2215300 |
| Mary Rainey | Range 61 Step 6 | FLSA exempt | Contract Specialist II 2215200 |
| John Trausch | Range 58 Step 5 | FLSA non exempt | Project/Program Manager II 2441200 |

All employees on this list - with the exception of Charles LeViege - served unpaid furlough in 2009 and all - with the exception of Charles LeViege - received furlough replacement time (FRT) as non represented employees in 2010. This Memorandum of Understanding (MOU) in no way changes the furlough or FRT status of any of these employees.

The parties agree to accrete the classifications held by the Department of Natural Resources and Parks and the Department of Executive Services employees identified on this list into the Local 17A bargaining unit (King County contract code 040). The terms of the applicable collective bargaining agreement (CBA) will apply, with the following exceptions:

1. The two employees awarded merit pay for 2010 will continue to receive merit pay through December 31, 2010, only, consistent with King County's merit pay system rules, and consistent with the terms of this agreement;
2. FLSA exempt classifications shall remain FLSA exempt;
3. The January 1 step increase date applied to these employees (as non represented employees) in 2010 shall be applicable on January 1, 2011, as well. The anniversary date step increase dates in the applicable Local 17 CBA will not apply to these employees until after January 1, 2011, but will apply in 2011 consistent with the terms of the CBA.
4. Step placement upon accretion will be as follows:

Sundberg will remain at step 10
Scott will remain at step 5 until January 1, 2011
Eglington will remain at step 10
LeTourneau will remain at step 7 until January 1, 2011
Leviege will remain at step 10
Rainey will remain at step 6 until January 1, 2011
Trausch will remain at step 5 until January 1, 2011.

APPENDIX C

5. Seniority and Bumping: Seniority is defined by Article 15.3 of the Local 17 CBA. The effective bargaining unit seniority date for the employees covered by this MOU is the date of the last signature to this Agreement. With respect to bumping, though the rules that govern the bumping process are found in Article 15.5, only BRED employees may bump other BRED employees. Other employees may not bump or be bumped by BRED employees for the duration of this MOU.

After January 1, 2011, employees not yet at step 10 will receive a step increase, consistent with the CBA, on their anniversary dates in 2011, except that such employees will move up one (1) step rather than two (2) due to the January 1, 2011, step increases. This will mean that some employees will be placed on an odd number step not currently in the CBA. Employees not yet at step ten (10) in 2012 will advance two (2) steps on their anniversary dates consistent with the terms of the CBA.

The parties acknowledge that Article 9.1 of the Local 17A CBA provides the following:

9.1 Cost of Living (COLA): Effective January 1, 2010, wage rates in effect on December 31st of the previous year shall be increased by ninety percent (90%), CPI-W, U.S. All Cities based on September to September figures of the prior year. The minimum COLA shall be two (2) percent and the maximum shall be six (6) percent.

The seven (7) employees covered by this Agreement have not yet received this 2010 COLA. These employees shall receive 2010 COLA, consistent with Article 9.1, effective January 1, 2010.

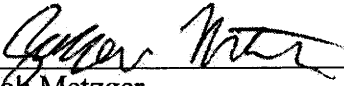
The parties acknowledge that the current CBA expires April 30, 2011, and terms relating to wages and steps and other wage and benefit related matters outlined in this CBA could change through bargaining after expiration. Unless expressly excluded in writing, such changes shall apply to the classifications listed in this Memorandum of Understanding. Additionally, the issue of continued eligibility for merit pay for the BRED employees (merit over step 10) under the terms of the County's Merit Pay Program will be considered "open" and may be bargained as a term included in the successor to the current CBA.

The parties have discussed the fact that the BRED employees listed in this MOU are currently scheduled to transfer from the Executive's Office to the Department of Natural Resources and Parks and to the Department of Executive Services and the parties further agree that if such transfer does take place, terms of this agreement and applicable CBA may be opened as necessary to discuss or bargain the impact of such transfer. Additionally, if changes to this Agreement or applicable CBA are necessitated by the 2011 budget, the parties will discuss and bargain to the extent required by law.

APPENDIX C

This is a full and complete agreement on the issue of the accretion of the BRED classifications into the Local 17A bargaining unit and replaces the Memorandum of Understanding on this topic signed earlier this year. This Agreement is effective September 1, 2010, upon signature of both parties.

For the International Federation of Professional
and Technical Engineers, Local 17:

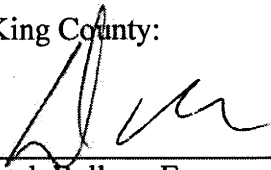


Jacob Metzger
Union Representative

12/12/10

Date

For King County:



Deborah Bellam, Esq.
Labor Negotiator
Office of Labor Relations

12/15/10

Date

APPENDIX D

MEMORANDUM OF UNDERSTANDING

BETWEEN

KING COUNTY

AND

IFPTE, LOCAL 17 (A)

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9 **Subject: Planner/ Project Program Manager Addendum**

10
11 **PREAMBLE**

12 The terms and conditions of this Agreement apply exclusively to the employees in the
13 classifications of Project Program Manager II and III who work for the Department of Development
14 and Environmental Services. If this Agreement is silent on the matter, the terms and conditions of the
15 17A Labor Agreement will prevail. With this addendum the Project Program Managers are adopting
16 the Professional and Technical Class/Comp settlement.

17 **WAGE RATES (Supplants Articles 7 and 8 and the Wage Addendum)**

18 Wages and salaries are as outlined in the Professional and Technical Class/Comp settlement:

19 Project Program Manager I = Pay Range 53

20 Project Program Manager II = Pay Range 58

21 Project Program Manager III = Pay Range 63

22 Employees who are hired at step one (1) of the 10 step pay scale will advance to step two (2)
23 after successful completion of the probationary period, but no sooner than six (6) months. Steps
24 thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the
25 employee's anniversary date. Employees who are hired above step one (1) may advance to the next
26 step after successful completion of probation, but no sooner than six (6) months, at the discretion of
27 the manager/designee. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be
28 applied annually on the employee's anniversary date.

APPENDIX D

HOURS OF WORK

Hours of Work are as outlined in the Professional and Technical Class/Comp settlement. In addition, upon adoption of this agreement by both parties, Project Program Manager IIs shall have 60 days to exercise a one-time option of maintaining a 35-hour workweek. Such option shall be exercised by written notification to Administrative Services Division Manager Michael Frawley. Any Project Program Managers II not exercising this option will move to a 40-hour week.

PROJECT PROGRAM MANAGER REDUCTION IN FORCE/SENIORITY

Notice to Union. The County will notify the Union in writing at least thirty days in advance of any anticipated layoff of a regular Employee. The notice will include the name of the division(s), classification(s), and Employee(s) identified for layoff.

Qualification. The County will determine who meets the minimum qualifications to perform the work of a specific position within a classification.

Seniority Calculation. The seniority date for regular Employees covered by this MOU at the time of its adoption shall be the adjusted service date with King County (including time with METRO). The seniority date for regular Employees hired after the effective date of this MOU will be their date of hire in a classification covered by this Agreement. Seniority for Project Program Managers will be based on the Employees' adjusted service date as determined and maintained by the County.

Loss of Seniority. An Employee who leaves County employment for more than two years will lose all accrued seniority.

Seniority - Layoff and Recall. A regular Employee who has been laid off will be credited for prior service if recalled as provided under this provision. An Employee who has not completed his/her probationary period in a Project Program Manager classification will be included on the seniority list in the last classification in which he/she previously held regular status, if any.

Seniority Tie. In the event there are two Employees have the same seniority, the County will consider ability and skill to be the determining factor on retention.

Placement in a Vacancy. The County will attempt to place an Employee scheduled for layoff in an available vacant position within his/her division and classification if s/he is qualified. If there

APPENDIX D

1 is more than one available vacant position in which the Employee is qualified for, the County will
2 consider the Employee's preference before making the placement. If the Employee can not be placed
3 as described above, the County will attempt to place the Employee in any available position for which
4 the Employee is qualified. The Employee may decline a placement into a different classification or
5 division and elect to bump as described below.

6 **Bumping.** An Employee who is not placed, as provided above, may elect to bump an
7 Employee with less seniority as provided herein. Bumping shall not result in a promotion. An
8 Employee will have five work days from the time s/he receives written notification of layoff to notify
9 the County of his/her intent to exercise his/her bumping rights. The Employee's written notice must
10 include the classification(s) within his/her classification series, listed by preference, in which s/he
11 proposes to bump. An Employee will forfeit his/her bumping rights if his/her written notice is not
12 submitted within five days or the County has not accepted a late filing of the notice. The County will,
13 if it determines that there are warranting circumstances, accept a late filed notice from an Employee.

14 **A.** An Employee may bump a less senior Employee in the same division and
15 classification for which s/he is qualified. An Employee who can not bump is considered displaced
16 and may only bump as provided below or be laid off.

17 **B.** An Employee who is displaced, as provided under A may select only one of the
18 following alternatives or be laid-off.

19 **1.** Bump a less senior Employee in the same classification in which s/he is
20 qualified.

21 **2.** Bump a less senior Employee within the same division in a lower
22 classification s/he has previously regularly occupied for which s/he is qualified.

23 **3.** Bump a less senior Employee in a lower classification s/he has previously
24 regularly occupied for which s/he is qualified.

25 **4.** Bump a temporary or term-limited temporary Employee in his/her
26 classification or classification series in the bargaining unit for which s/he is qualified. The Employee
27 would then be considered a temporary or term-limited temporary employee and credited for prior
28 service for determining accrual and benefits eligibility.

APPENDIX D

1 5. Bump a contract worker who is performing bargaining unit work in his/her
2 classification or classification series for which s/he is qualified and if approved by the County. The
3 Employee would then be considered a temporary or term-limited temporary employee and credited
4 for prior service for determining accrual and benefits eligibility.

5 **Recall.** An Employee who is laid off will have recall rights to his/her previous classification
6 for two years from the date of layoff. An Employee retains his/her recall rights even if s/he accepts
7 another classification or temporary position with the County. Recall will be by seniority where the
8 most senior Employee in the classification will be recalled first. An Employee who is laid off shall
9 have one opportunity to refuse a recall in his/her classification, except if the Employee is recalled to
10 his/her previous position, in which case a first refusal will terminate the Employee's recall rights.

11 **A. Temporary Work** - The County will use bargaining unit employees who are on
12 the recall list to perform temporary bargaining unit work in his/her classification before employing a
13 temporary employee provided the Employee is qualified to do the work. An Employee on the recall
14 list who is offered the work may decline the temporary work without jeopardizing his/her recall rights
15 under this section.

16 **B. Notice of Recall** - An Employee will have ten (10) calendar days from the date the
17 notice of recall is sent by certified mail in which to notify the County of whether s/he will accept the
18 position. The County will consider the Employee's failure to notify the County within ten (10)
19 calendar days as a refusal. The County will, if it determines that there are warranting circumstances,
20 accept a late filed notice from an Employee. Notices will be in writing. It is the Employee's
21 responsibility to keep the County informed of his/her current address.

22 **Reinstatement.** A regular Employee recalled within two (2) years from the time of layoff
23 will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff,
24 and vacation leave accrual rate restored.

25 APPROVED this 13 day of August, 2003

26 By: _____

King County Executive

27 For the Union: _____

APPENDIX E

MEMORANDUM OF UNDERSTANDING

BETWEEN

KING COUNTY

AND

IFPTE, LOCAL 17 (A)

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9 **Subject: Health and Environmental Investigator Accretion Addendum**

10
11
12 **PREAMBLE**

13 After a 100% showing of interest in joining IFPTE Local 17, King County hereby accretes the
14 Health and Environmental Investigator job classification series at the Department of Natural
15 Resources and Parks into the 17A bargaining unit.

16 With this addendum the included employees are adopting the Professional and Technical
17 Class/Comp settlement.

18 Wage and progression rates shall be as included in the 17A CBA and class/comp
19 implementation documents.

20 **HOURS OF WORK**

21 Hours of Work are as outlined in the Professional and Technical Class/Comp settlement. In
22 addition, prior to the adoption of this agreement by both parties, the included employees shall have
23 until December 13, 2002 to exercise a one-time option of maintaining a 35-hour workweek. Such
24 option shall be exercised by written notification to Pam Badger. Any included employees not
25 exercising this option will move to a 40-hour week.

26 **BARGAINING UNIT SENIORITY**

27 Bargaining unit seniority shall be calculated as time in the bargaining unit. Incumbents in the
28 included positions at the time this accretion is made effective shall enter the bargaining unit with the

*International Federation of Professional & Technical Engineers, Local 17 - Departments of: Development and
Environmental Services, Natural Resources & Parks, Transportation*

February 7, 2003 to May 1, 2005

040C0103


Page 61

040C0112_Appendix E_040C0103-MOU_scsg.pdf

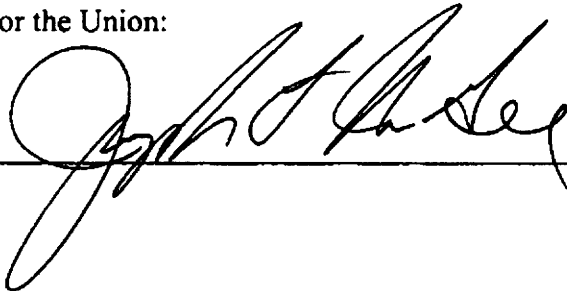
APPENDIX E

1 identical seniority date. Thereafter, seniority shall be calculated according to the terms and conditions
2 of the 17A CBA.

3
4 APPROVED this 13 day of August, 2003

5
6
7
8 By:  _____
9 King County Executive

10
11 For the Union:

12  _____
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**Memorandum of Agreement
By and Between
King County
and
Professional and Technical Employees, Local 17
(Representing employees in the Department of Permitting and Environmental Review,
Department of Executive Services, Department of Natural Resources & Parks, and
Department of Transportation)**

Subject: Executive Leave and License/Certification Fees

The parties, Professional and Technical Employees, Local 17 (17A) represented by Behnaz Nelson, and King County, represented by Deborah Bellam, have discussed the issue of Executive Leave awards to Fair Labor Standards Act (FLSA) exempt employees who are paid as FLSA exempt employees and agree that the authority of the employing departments to grant such awards for 2012 and 2013 should be clarified. The parties have also discussed the issue of the license/certification fee provision included in the 2011- 2015 collective bargaining agreement (CBA) (King County contract code # 040), and agree that the effective date of this provision should also be clarified.

The parties acknowledge and agree that departments covered by this CBA have the authority under King County Career Service Rules (as expressed in Article 7.8 of the 2011-2015 collective bargaining agreement ratified by the bargaining unit and tentatively agreed to be King County) to award FLSA exempt bargaining unit members who are paid as FLSA exempt employees Executive Leave consistent with all of the King County Career Service and Executive/Human Resource Division (HRD) rules pertaining to Executive Leave Awards.

For the period of January 1, 2012, through December 31, 2012, eligible employees will be awarded between three (3) minimum and ten (10) maximum Executive Leave days. For 2012 ONLY, if an eligible employee is unable to schedule his/her Executive Leave in 2012 and thus loses leave days pursuant to King County rules regarding the administration of Executive Leave, said employee will be awarded these days in 2013. For example, if an employee is awarded 3 (three) days in November of 2012 pursuant to this Memorandum of Agreement (MOA), is not

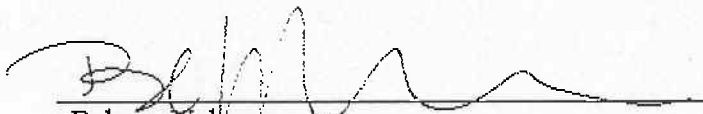
approved to take that leave in 2012 due to work demands, and thus loses those 3 (three) days at the end of 2012, 6 (six) days (minimum) will be awarded in 2013. This applies to 2012 only and sets no precedent of any kind with respect to Executive Leave administration.

For the period of January 1, 2013, through December 31, 2013, eligible employees will also be awarded between three (3) minimum and ten (10) maximum Executive Leave days.

Additionally, the parties acknowledge and agree that the CBA referenced above, once fully ratified, will be effective May 1, 2011, pursuant to Article 19, Duration. This includes Article 9.9.3, License/certification Fees (which provides for reimbursement of certain fees necessary for licenses and certifications required by King County).

This Agreement is effective upon signature by both parties and is entered into for the purpose of clarifying department authority and responsibility with respect to executive leave and license/certification fees. This Agreement is contingent upon full ratification by both parties of the 2011-2015 collective bargaining agreement between the parties referenced herein.

For Professional and Technical Employees,
Local 17:

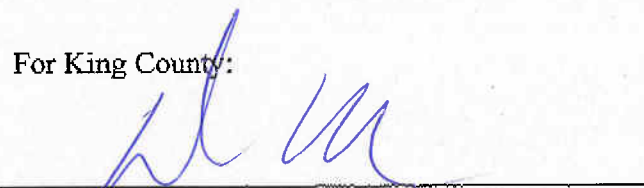


Behnaz Nelson
Union Representative

10/31/2012

Date

For King County:



Deborah Bellam, Esq.
Labor Negotiator
Office of Labor Relations

10/31/12

Date

Other CBAs with Guaranteed Executive Leave Provisions

| Contract # | Union | Days Guaranteed | Dept. |
|------------|--|-----------------|--|
| 11 | Service Employees L. 925 | 3 | DNRP – WTD |
| 42 | Professional & Technical Employees (PTE) L. 17 | 5 | DOT – Transit Chiefs |
| 43 | PTE L. 17 | 3 | DOT – Metro Transit, Prof. & Tech. (int. arb. elig.) |
| 44 | PTE L. 17 | 5 | DOT – Transit Supervisors |
| 46 | PTE L. 17 | 3 | DOT – Prof. & Tech. |
| 55 | PTE L. 17 | 3 | OEM |
| 65 | PTE L. 17 | 5 | DNRP & DOT Supervisors |
| 66 | PTE L. 17 | 3 | DNRP & DOT Section Managers |
| 153 | Teamsters L. 117 | 3 | DOT Design & Constr. Supervisors |
| 154 | Teamsters L. 117 | 5 | Prof. & Tech. & Admin. in 8 depts. |
| 156 | Teamsters L. 117 | 3 | DNRP – WTD |
| 157 | Teamsters L. 117 | 3 | DNRP – WTD Supervisors |
| 159 | Teamsters L. 117 | 3 | DNRP WTD Section Mgrs. and Asst. Mgrs. |
| 181 | Puget Sound Police Managers Ass'n | 10 | KCSO – Captains & Lieutenants |
| 191 | Public Safety Employees Union (PSEU) | 5 | DAJD – Non-commissioned |
| 192 | PSEU | 5 | DCHS – Non-commissioned |
| 193 | PSEU | 5 | KCSO – Non-commissioned |
| 427 | Technical Employees Association (TEA) | 3 | DOT – Staff (interest arbitration eligible) |
| 456 | Teamsters L. 117 | 3 | IT mgrs. & supervisors |
| 459 | TEA | 3 | DNRP – WTD Supervisors & Staff |

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King County

Checklist and Summary of Changes for the attached Collective Bargaining Agreement

| |
|---|
| Name of Agreement |
| Professional and Technical Employees, Local 17 (Departments: Executive Services, Natural Resources and Parks, Permitting and Environmental Review, Transportation) |
| Labor Negotiator |
| Deborah Bellam |

| | |
|---|------------|
| <i>Prosecuting Attorney's Review</i> | Yes |
| <i>Document Tracking System Routing Form; Motion or Ordinance</i> | Yes |
| <i>Executive Letter</i> | Yes |
| <i>Fiscal Note</i> | Yes |
| <i>Six Point Summary</i> | Yes |
| <i>King County Council Adopted Labor Policies Contract Summary</i> | Yes |
| <i>Ordinance</i> | Yes |
| <i>Original Signed Agreement(s)</i> | Yes |
| <i>Does transmittal include MOU/MOA?</i> | No |

| |
|---|
| <i>Six Point Summary of changes to the attached agreement:</i> |
| 1. Article 15 Reduction-In-Force (RIF): The parties agreed to a new RIF Article that clarifies and streamlines the RIF process and updates the process to reflect the most current make up of this bargaining unit. |
| 2. This collective bargaining agreement (CBA) updates and clarifies many provisions, including but not limited to the list of memoranda of agreement/understanding applicable to this bargaining unit. |
| 3. This CBA incorporates many current practices including Executive Leave, the payment of boot allowance when safety boots are required, and revises some language so that it is consistent with Career Service Guidelines. |
| 4. Article 9 is updated to reflect needs with respect to professional engineers and licenses and certifications duties and pay related to this expertise. The parties agreed that a wage study is appropriate. |
| 5. Article 18: The grievance procedure is updated and clarified. |
| 6. This CBA incorporates the Union Coalition memorandum of agreement addressing the 2011 budget crisis which is effective through 2014. |

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TERM OF CONTRACT: May 1, 2011, through April 30, 2015

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:

The employees represented by Local 17 and covered by this collective bargaining agreement include a wide range of professionals who provide service to all areas of King County. The employees range from engineers and project managers who use their skills to manage building projects and help insure the safety of County roads and buildings; to environmental scientists, code enforcement officers, and administrative support personnel who support and enforce the County's land use and natural resource regulations and standards.

NEGOTIATOR: Deborah Bellam

| COUNCIL POLICY | COMMENTS |
|---|---|
| ➤ REDUCTION-IN-FORCE: | The parties agreed to a new Reduction-in-Force article that clarifies and streamlines the process so it is more efficient, and updates the process to reflect the most current make up of this bargaining unit. Both seniority and qualifications are components of this Article. |
| ➤ INTEREST-BASED BARGAINING: | The parties used an interest based bargaining approach and the services of the King County Alternative Dispute Resolution Program to reach agreement on new Reduction-in-Force article. |
| ➤ DIVERSITY IN THE COUNTY'S WORKFORCE: | This collective bargaining agreement (CBA) does include an "Equal Opportunity" clause. |
| ➤ CONTRACTING OUT OF WORK: | This CBA includes a "contracting of work" provision that recognizes the work jurisdiction of this bargaining unit while at the same time allowing the County some flexibility when needed. |
| ➤ LABOR / MANAGEMENT COMMITTEES: | This CBA provides for a labor/management committee (LMC) and an active and successful LMC has been in place for some time. |
| ➤ MEDIATION: | This CBA includes mediation for disputes as an option for the parties. |

| COUNCIL POLICY | COMMENTS |
|---|--|
| ➤ CONTRACT CONSOLIDATION: | This CBA covers a large multi department bargaining unit that includes a long list of diverse classifications. |
| ➤ HEALTH BENEFITS COST SHARING: | This CBA requires the bargaining unit to accept health benefits as agreed to by the Joint Labor Management Health Insurance Committee. |
| ➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS: | This bargaining involved several departments and many classifications and occurred during a time of layoffs in some of the departments. The parties successfully negotiated changes involving difficult topics such as Reduction-in-Force but could not resolve such issues prior to contract expiration. The parties were efficient and productive with their time. |
| ➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES: | This CBA includes temporary employees to the extent consistent with King County Code. |

| MISCELLANEOUS CONTRACT ISSUES: | |
|---|---|
| ➤ BIWEEKLY PAY: | Biweekly pay has been implemented for this bargaining unit. |
| ➤ INTEREST ARBITRATION ELIGIBLE: | This bargaining unit is not interest arbitration eligible. |
| ➤ NO STRIKE PROVISION: | This CBA does include a “No Strike” provision. |
| ➤ ADDITIONAL LEAVE PROVISIONS: | The leave provisions included in this CBA are consistent with King County’s Career Service Rules. |
| ➤ HOURS OF WORK: | For the most part, the employees covered by this CBA are standard 40 hour full time employees. |
| ➤ PERFORMANCE EVALUATIONS: | This CBA does provide for employee performance evaluations. |

January 9, 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 a more efficient collective bargaining agreement covering Local 17 represented employees who provide service to the public in several diverse areas throughout the County. These employees work in the Departments of: Executive Services, Natural Resources and Parks, Permitting and Environmental Review, and Transportation.

The enclosed ordinance, if approved, will ratify the Professional and Technical Employees, Local 17 collective bargaining agreement (CBA) for the period of May 1, 2011, through April 30, 2015. This agreement covers approximately 388 employees in the above referenced departments. This CBA includes a wide range of professionals who provide service to all areas of King County. The employees range from engineers and project managers who use their skills to manage building projects and help insure the safety of County roads and buildings; to environmental scientists, code enforcement officers, and administrative support personnel who support and enforce the County's land use and natural resource regulations and standards.

This is a four year agreement that includes a more streamlined reduction-in-force article, updates and simplifies language through-out, and clarifies several provisions including but not limited to grievance procedure language.

This agreement furthers the goals of the County's Strategic Plan by supporting the departments and employees who help to safeguard and enhance King County's natural resources and environment. It reflects both sound financial management and the development and empowerment of King County's most valuable asset, its employees.

The cost-of-living adjustments for 2012, 2013, and 2014 follow the standard County settlement agreed to with other labor organizations that was negotiated with the Union Coalition addressing the 2011 budget crisis.

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 help King County to continue to provide high quality services in a wide range of areas to King County.

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

| | | |
|--|---|------------------------|
| Ordinance/Motion No. | Collective Bargaining Agreement | |
| Title: | Professional and Technical Employees, Local 17 (Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation) | |
| Effective Date: | 5/1/2011 – 4/30/2015 | |
| Affected Agency and/or Agencies: | DOT, DDES, DNRP, DES | |
| Note Prepared by: | Matthew McCoy, Labor Relations Analyst, Office of Labor Relations | Phone: 205-8004 |
| Department Sign Off: | Ann Berrysmith, Fiscal & Admin Manager, SWD, DNRP | Phone: 296-4457 |
| Department Sign Off: | Sean Bouffiou, Finance Adm, Records and Licensing Services Division, DES | Phone: 296-4148 |
| Department Sign Off: | Warren Cheney, Chief Financial Officer, DDES | Phone: 296-7272 |
| Department Sign Off: | Jerry Hughs, Finance Manager, Parks | Phone: 263-6240 |
| Department Sign Off: | Hanh Mai, Finance & Administration Services Manager, Facilities Management Division, DES | Phone: 296-0662 |
| Department Sign Off: | Steve Oien, Finance and Admin Services Manager, WLRD, DNRP | Phone: 296-8339 |
| Department Sign Off: | Greg Scharrer, Budget and Systems Manager, Roads, DOT | Phone: 296-8746 |
| Department Sign Off: | Kent Sherburne, Finance & Admin Services Manager, Airport, DOT | Phone: 296-7380 |
| Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> | Shelley De Wys, Budget Analyst (Roads) | Phone: 263-9718 |
| Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> | Jennifer Lehman, Budget Analyst (WLRD, Airport, Parks) | Phone: 263-9705 |
| Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> | Katherine Cortes, Budget Analyst (DDES) | Phone: 263-9733 |
| Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> | T.J. Stutman, Budget Analyst (RALS, FMD) | Phone: 263-9716 |
| Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> | John Walsh, Budget Analyst (Solid Waste) | Phone: 263-9695 |
| Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> | Yiling Wong, Budget Analyst (RALS) | Phone: 263-9725 |

| EXPENDITURES FROM: | | | | | |
|---|------------------|-------------------|-------------------|---------------------|---------------------|
| Fund Title | Fund Code | Department | 2012* | 2013 | 2014 |
| AIRPORT | 4290 | DOT | \$ 5,158 | \$ 9,767 | \$6,556 |
| COUNTY ROAD FUND | 1030 | DOT | \$ 321,475 | \$ 611,037 | \$409,610 |
| CURRENT EXPENSE SUB-FUN | 10 | DES (RALS) | \$ 2,231 | \$ 4,298 | \$2,868 |
| DEVLPMNT & ENVRNMNT SVC | 1340 | DDES | \$ 138,562 | \$ 259,825 | \$174,993 |
| FACILITIES MANAGEMENT S | 5511 | DES | \$ 31,579 | \$ 60,331 | \$40,372 |
| KC FLD CNTRL OPR CONTRA | 1561 | DNRP | \$ 32,700 | \$ 61,302 | \$41,291 |
| PARKS OPERATING LEVY | 1451 | DNRP | \$ 1,720 | \$ 3,315 | \$2,212 |
| SHARED SERVICES FUND | 1210 | DNRP | \$ 30,739 | \$ 59,053 | \$39,442 |
| SOLID WASTE OPERATING | 4040 | DNRP | \$ 50,317 | \$ 95,753 | \$64,162 |
| SURFACE WATER MGT FUND | 1211 | DNRP | \$ 100,546 | \$ 190,827 | \$127,987 |
| TOTAL: Increase FM previous year | | | \$ 715,027 | \$ 1,355,508 | \$ 909,493 |
| TOTAL: Cumulative | | | \$ 715,027 | \$ 2,070,535 | \$ 2,980,028 |

| EXPENDITURE BY CATEGORIES: | | | | | | |
|---|------------------|-------------------|----------------------|-------------------|---------------------|---------------------|
| Expense Type | Fund Code | Department | 2011 Base | 2012* | 2013 | 2014 |
| Salaries | | Many | \$ 36,944,453 | \$ 609,735 | \$ 1,152,651 | \$ 774,137 |
| OT | | | \$ 804,816 | \$ 13,118 | \$ 25,274 | \$ 16,864 |
| PERS & FICA | | | \$ 5,654,840 | \$ 92,174 | \$ 177,583 | \$ 118,492 |
| Total: | | | \$ 43,404,109 | | | |
| TOTAL: Increase FM previous year | | | | \$ 715,027 | \$ 1,355,508 | \$ 909,493 |
| TOTAL: Cumulative | | | | \$ 715,027 | \$ 2,070,535 | \$ 2,980,028 |

| ASSUMPTIONS: | |
|--|---|
| Assumptions used in estimating expenditure include: | |
| 1. Contract Period(s): | 5/1/11 – 4/30/15 |
| 2. Wage Adjustments & Effective Dates: | |
| COLA: | 0.00% for 2011; 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. |
| Other: | * This bargaining unit is receiving the cost of living adjustment for 2012 as part of an agreement regarding Zero COLA for 2011. |
| Retro/Lump Sum Payment: | |
| 3. Other Wage-Related Factors: | |
| Step Increase Movement: | |
| PERS/FICA: | PERS/FICA at 14.98% |
| Overtime: | Overtime based on 2011 actual. |
| 4. Other Cost Factors: | |
| | FLSA exempt employees guaranteed 3 days of Executive Leave. Short term 3 year cost expected to be minimal. Long term cost is estimated to be \$7,166 per year (cost will be embedded in vacation cash-out). |
| | Additional cost of license renewal estimated at \$7,540 per year (included in above estimate). |
| | Staffing assumed constant. |