

**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  
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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 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	

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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.



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.

1                   **18.12.2.5.** If the matter is not resolved, the grievance may continue through the  
2 grievance process.

3                   **18.12.2.6.** Either party can initiate the next step in the grievance process at the  
4 appropriate times, irrespective of this process.

5                   **18.12.2.7.** Offers to settle and aspects of settlement discussions will not be  
6 used as evidence or referred to if the grievance is not resolved by this process.

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

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1 **ARTICLE 19: DURATION**

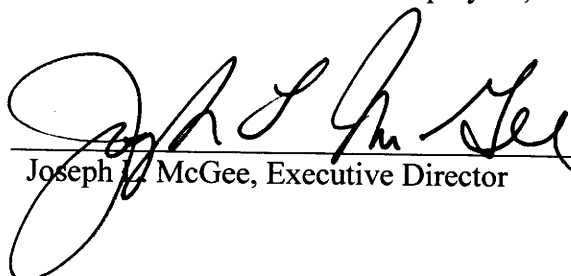
2 19.1. This Agreement shall become effective upon full and final ratification and approval by  
3 all formal requisite means by the King County Council and will cover May 1, 2011 through April 30,  
4 2015.

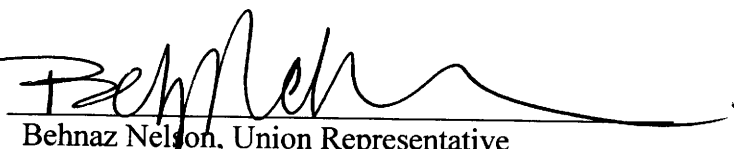
5 19.2. Contract negotiations for the succeeding contract may be initiated by either party  
6 providing to the other written notice of its intention to do so, at least thirty (30) days prior to  
7 November 1, 2014.

8  
9 APPROVED this 15 day of JANUARY, ~~2012~~ <sup>2013</sup>

10  
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