



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 16, 2002

Ordinance 14538

Proposed No. 2002-0572.1

Sponsors Constantine, Pullen and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and three memoranda of agreement
3 negotiated by and between King County and International
4 Federation of Professional & Technical Engineers, Local
5 17 (Professional & Technical - Roads Division)
6 representing employees in the department of transportation;
7 and establishing the effective date of said agreements.

8
9
10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement and three memoranda of
12 agreement negotiated between King County and International Federation of Professional
13 & Technical Engineers, Local 17 (Professional & Technical - Roads Division)
14 representing employees in the department of transportation and attached hereto is hereby
15 approved and adopted by this reference made a part hereof.

16 SECTION 2. Terms and conditions of said agreement shall be effective from

17 January 1, 2003, through and including December 31, 2005.

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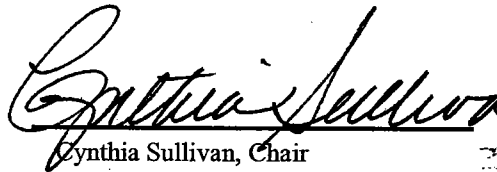
Ordinance 14538 was introduced on 11/25/2002 and passed by the Metropolitan King County Council on 12/16/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson

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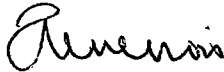
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



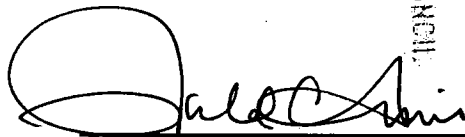
Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19 day of December, 2002.



Ron Sims, County Executive

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CLERK
KING COUNTY COUNCIL

Attachments

- A. Agreement By and Between King County and the International Federation of Professional and Technical Engineers, Local 17 - Professional and Technical Road Services Division Index,
- B. Addendum A Memorandum of Agreement By and Between King County and the International Federation of Professional and Technical Engineers, (IFPTE), Local 17- Roads Planning Bargaining Unit,
- C. Memorandum of Agreement By and Between King County and the International Federation of Professional and Technical Engineers, (IFPTE), Local 17 - Roads Professional Bargaining Unit,
- D. Appendix A Memorandum of Agreement By and Between King County and the International Federation of Professional and Technical Engineers, (IFPTE). Local 17 - Roads Professional Bargaining Unit,
- E. Appendix B Memorandum of Agreement By and Between King County and the International Federation of Professional and Technical Engineers, (IFPTE), Local 17 - Roads Professional Bargaining Unit,
- F. Memorandum of Agreement By and Between King County and the International Federation of Professional and Technical Engineers, (IFPTE). Local 17 - Roads Planning Bargaining Unit,
- G. Memorandum of Agreement By and Between King County and the International Federation of Professional and Technical Engineers, (IFPTE). Local 17 - Roads Professional Bargaining Unit

AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL
ROAD SERVICES DIVISION
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AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL
ROAD SERVICES DIVISION

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the County) and the employees represented by International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the Union). The articles of this Agreement set forth the wages, hours and other working conditions of the bargaining unit employees.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1. Recognition.** The County recognizes the Union as the exclusive representative of
3 full-time regular, part-time regular, probationary and Term-Limited Temporary and Temporary
4 employees in classifications listed in the attached Addendum A (Planning Unit), within Roads
5 Services Division and the Department of Transportation Director's Office, and Addendum B
6 (Professional Unit) within Roads Services Division.

7 **Section 2. Good Standing.** It shall be a condition of employment that all employees covered
8 by this Agreement who are members of the Union in good standing on the effective date of this
9 Agreement shall remain members in good standing and those who are not members on the effective
10 date of this Agreement shall, on the thirtieth (30th) day following the effective date of this
11 Agreement, become and remain members in good standing in the Union, or pay agency fees to the
12 Union to the extent permitted by law. It shall also be a condition of employment that all employees
13 covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective
14 date shall, on the (30th) thirtieth day following the beginning of such employment, become and
15 remain members in good standing in the Union, or pay agency fees to the Union to the extent
16 permitted by law.

17 Provided, however, that nothing contained in this section shall require an employee to join the
18 Union who can substantiate in accordance with case law bona fide religious tenets or teachings that
19 prohibits the payment of dues or initiation fees to Union organizations. Such employee shall pay an
20 amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to a
21 non-religious charity or to another charitable organization mutually agreed upon by the employee
22 affected and the bargaining representative to which such employee would otherwise pay the dues and
23 initiation fee. The employee shall furnish written proof that such payment has been made.

24 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
25 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
26 of dues and initiation fee or representational fees as certified by the Union and transmit the same to
27 the Union. The Union will indemnify, defend and hold the County harmless against any claims made
28 and against any suit instituted against the County on account of any check-off of dues for the Union.

1 The 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 Provided further that in accordance with various decisions of the United States Supreme Court
4 employees who object to dues and fees being used for union activities not directly related to
5 representation may decline to be members and shall pay an amount of money to the Union that is a
6 reduction of regular dues and initiation fee, as required under the law.

7 **Section 4. Union Security.** Failure by an employee to satisfy the requirements of Section 2
8 above shall constitute cause for dismissal; provided that the County has no duty to act until the Union
9 makes a written request for discharge and verifies that the employee received written notification of
10 the delinquency including the amount owing, the method of calculation, and notification that non-
11 payment after a period of no less than seven (7) days will result in discharge by the County. A copy
12 of each written notification shall be mailed to the County concurrent with its mailing to the employee.

13 **Section 5. New Hires.** The County will require all new employees hired, transferred, or
14 promoted into a position included in the bargaining unit to sign a form (in triplicate), which will
15 inform them of the Union's exclusive recognition. One copy of the form will be retained by the
16 County, one by the employee and the original sent to the Union. The County will notify the Union of
17 any employee leaving the bargaining unit because of termination, layoff, leave of absence or
18 dismissal.

19 **Section 6. Lists.** The County will transmit to the Union, upon request, a current listing of all
20 employees in the unit. Such list shall indicate the name of the employee, wage rate and job
21 classification.

22 **Section 7. Union Office.** An employee elected or appointed to office in a local of the Union,
23 which requires a part, or all of his/her time shall be given leave of absence without pay upon
24 application.

25 **Section 8. Contracting Out.** The County agrees not to contract out the work normally
26 performed by members of the bargaining unit if the contracting out of such work eliminates or
27 reduces the normal workload of the bargaining unit unless such elimination is de minimis.

28 The County agrees to inform the Union of any contracting out under this section.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force is vested exclusively in the
3 County subject to the terms of this Agreement. Except to the extent there is contained in this
4 Agreement express and specific provisions to the contrary, all power, authority, rights and
5 jurisdictions of the County are retained by and reserved exclusively to the County, including, but not
6 limited to, the right to manage the work of employees, schedule overtime work, to suspend or
7 terminate, transfer, and evaluate employees; to determine and implement methods, means and
8 assignments, establish classifications and select personnel by which operations are to be conducted,
9 including staffing levels; and to initiate, prepare, modify and administer the budget.

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1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** Employees eligible for leave benefits shall be granted holidays with pay as
3 follows:

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5 New Year's Day	January 1st
6 Martin Luther King, Jr's Birthday	Third Monday in January
7 Presidents' Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	Fourth Friday in November
14 Christmas Day	December 25th

15

16 and special or limited holidays as declared by the president or governor, and as approved by the
17 Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County
18 Council may determine.

19 **Section 2. Personal Holidays.** Employees eligible for leave benefits shall be granted two
20 personal holidays to be administered through the vacation plan; provided, that the hours granted to
21 employees working less than a full-time schedule shall be prorated to reflect their normally scheduled
22 work day. One day shall be credited to the employee's leave balance on the first of October and one
23 day on the first of November.

24 **Section 3. Holidays Observed.** Whenever a holiday falls on a Sunday, the following
25 Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on
26 the preceding Friday.

27 **Section 4. Pay Status.** An employee must be in a pay status either the employee's scheduled
28 working day before or the employee's scheduled working day after a holiday in order to receive

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

6 **Section 5. Alternate Work Schedules.**

7 A. If an FLSA non-exempt employee's regularly scheduled work hours exceed the
8 number of holiday hours earned on any non-work holiday (for example, if they work ten (10) hours,
9 four (4) days per week, and receive eight (8) hours of holiday pay for a non-worked holiday), the
10 employee shall have the option of using accrued vacation hours (in the above example, they would
11 use two (2) hours) to allow total compensation hours to equal the number of hours in the regular work
12 schedule (in the above example forty (40) hours). With the mutual agreement of their supervisor,
13 employees on an alternative work schedule may also revert to a standard 40-hour work week for a
14 holiday work week. Holidays paid for but not worked shall be recognized as time worked for
15 purposes of determining weekly overtime for FLSA non-exempt employees.

16 B. Work performed on holidays by FLSA non-exempt employees shall be paid at one
17 and one-half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday
18 pay prorated in accordance with their regular schedule. For example:

19

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

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1 **ARTICLE 5: VACATION**

2 **Section 1.** Employees eligible for leave benefits shall be granted vacations with pay as
3 follows:

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Full Years of Service	Maximum Total Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26	30

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21 **A.** Vacation accrual rates for an employee who works other than the full time
22 schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled
23 work week.

24 **B.** Employees eligible for vacation leave shall accrue vacation leave from their date of
25 hire in a benefit eligible position.

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

1 first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

2 D. Employees eligible for leave shall not use or be paid for vacation leave until it has
3 accrued and such use or payment is consistent with the provisions of this Article.

4 E. No employee eligible for leave shall work for compensation for the County in any
5 capacity during the time that the employee is on vacation leave.

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

11 G. If an employee resigns from a benefit eligible position or is laid off and
12 subsequently returns to County employment within two (2) years from such resignation or layoff, as
13 applicable, the employee's prior County service shall be counted in determining the vacation leave
14 accrual rate under Section 1.

15 H. Benefit eligible employees may accrue up to sixty (60) days vacation leave,
16 prorated to reflect their normal work schedule. Such employees shall use vacation leave beyond the
17 maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond
18 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum
19 amount unless the appointing authority has approved a carryover of such vacation leave because of
20 cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

21 **Section 2. Vacation Payout.** Benefit eligible employees shall be paid for accrued vacation
22 leave to their date of separation up to the maximum accrual amount if they have successfully
23 completed their first six (6) months of County service. Payment shall be the accrued vacation leave
24 multiplied by the employee's regular base rate of pay in effect upon the date of leaving County
25 employment less mandatory withholdings; provided that special assignments shall not be considered
26 to be a part of the base rate.

27 **Section 3. Use of Vacation.** FLSA exempt employees may use vacation leave in increments
28 of not less than one (1) day. FLSA non-exempt employees may use vacation leave in one-half (1/2)

1 hour increments, at the discretion of the appointing authority.

2 **Section 4. Vacation Donation.** Any benefit eligible employee who has completed at least
3 one (1) year of service may donate to any other benefit eligible employee a portion of his or her
4 accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving
5 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time
6 rate.

7 Vacation donations are strictly voluntary. Employees are prohibited from offering or
8 receiving monetary or any other compensation in exchange for donating vacation hours. The number
9 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

10 Donated vacation must be used within ninety (90) calendar days. Donated vacation not used
11 within ninety days or due to the death of the receiving employee shall revert to the donor.

12 Donated vacation is excluded from vacation payoff provisions.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1. Sick Leave Accrual.** A benefit eligible employee shall accrue sick leave benefits
3 at the rate equal of 0.04616 hours for each hour on regular pay status exclusive of overtime up to a
4 maximum of ninety-six (96) hours per year; except that sick leave shall not begin to accrue until the
5 first of the month following the month in which the employee commenced employment. The
6 employee is not entitled to sick leave if not previously earned.

7 **Section 2. Uses of Sick Leave.**

8 A. Sick leave may be used for the following personal reasons:

9 1. An employee's personal illness or injury; provided, that an employee who
10 suffers an occupational illness or injury may not simultaneously collect sick leave and worker's
11 compensation payments in a total amount greater than the net regular pay of the employee;

12 2. The employee's incapacitating injury, provided that:

13 a) An employee injured on the job may not simultaneously collect sick
14 leave and worker's compensation payments in a total amount greater than the net regular pay of the
15 employee;

16 b) An employee may not collect sick leave for physical incapacity due
17 to any injury or occupational illness which is directly traceable to employment other than with the
18 County.

19 3. A female employee's temporary disability caused by or contributed to by
20 pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick leave
21 prior to taking an unpaid leave of absence for such disability.

22 4. An employee's exposure to contagious diseases and resulting quarantine;

23 5. An employee's medical, dental, or optical appointments, provided, that the
24 employee's immediate supervisor has approved the use of sick leave for such appointments;

25 6. To care for the employee's child or the child of an employee's domestic
26 partner if the following conditions are met:

27 a) The child is under the age of eighteen, or is more than 18 years old
28 but is incapable of self-care due to mental or physical disability;

1 b) The employee is the natural parent, step-parent, adoptive parent,
2 legal guardian, foster-care parent, or other person having legal custody and control of the child;

3 c) The employee's child or the child of an employee's domestic partner
4 has a health condition requiring the employee's personal supervision during the hours of his/her
5 absence from work;

6 d) The employee actually attends to the child during the absence from
7 work;

8 7. Up to one day of sick leave may be used by an employee for the purpose of
9 being present at the birth of his/her child.

10 8. Leave eligible employees shall receive and expend sick leave benefits
11 proportionate to the employee's regular workday. For example: If a regular part-time employee
12 normally works four (4) hours per day and the department's normal work day is eight (8) hours, the
13 employee will receive four (4) hours of sick leave benefits for the month. Employees shall be entitled
14 to use sick leave in the maximum amount of three (3) days for each instance where such employee is
15 required to care for immediate family members who are seriously ill. There shall be no limit on the
16 use of sick leave to care for children under Section 2 A 6 of this Article.

17 **B. Sick leave may also be used to care for other family members if:**

18 1. The family member is the employee's spouse or domestic partner, the
19 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
20 parent of the employee's spouse or domestic partner; and the reason for the leave is one of the
21 following:

22 a) The birth of a son or daughter and care of the newborn child, or
23 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve months
24 of the birth, adoption, or placement;

25 b) To care for the employee's child, or child of the employee's spouse
26 or domestic partner whose illness or health condition requires treatment or supervision by the
27 employee;

28 c) Care of a family member who suffers from a serious health

1 condition as defined in the King County Personnel Guidelines.

2 **Section 3. King County Family and Medical Leave** An employee may take up to eighteen
3 (18) weeks of unpaid leave for his/her own serious health condition, and for family reasons as
4 provided for in Section 2 above, within a twelve (12) month period (In accordance with the King
5 County Personnel Guidelines). The leave may be continuous (which is consecutive days or weeks),
6 or intermittent (which is taken in whole or partial days as needed). Intermittent leave is subject to the
7 following conditions:

8 A. When leave is taken after the birth or placement of a child by adoption or foster
9 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by
10 the employee's appointing authority;

11 B. An employee may take leave intermittently or on a reduced schedule when
12 medically necessary due to a serious health condition of the employee or family member of the
13 employee. If this leave is foreseeable based on planned medical treatment, the Department Director
14 or his/her designee may require the employee to transfer temporarily to an available alternate position
15 for which the employee is qualified and that has equivalent pay and benefits and that accommodates
16 recurring periods of leave than the employee's regular position.

17 Use of donated leave shall run concurrently with the eighteen-week family medical leave
18 entitlement. The County shall continue its contribution toward health care benefits during any unpaid
19 leave taken under this Section.

20 **Section 4. Federal Family and Medical Leave Entitlement.** In accordance with the King
21 County Personnel Guidelines, an eligible employee may take up to twelve (12) weeks of leave for
22 his/her own serious health condition (as defined by the King County Personnel Guidelines), and for
23 the birth or placement by adoption or foster care of a child, or for the serious health condition of an
24 immediate family member, within a twelve (12) month period. The leave may be continuous (which
25 is consecutive days or weeks), or intermittent (which is taken in whole or partial days as needed).

26 **Section 5. Return from Approved Family and Medical Leave.** An employee, who returns
27 from unpaid family or medical leave within the time provided for in this Article, is entitled to the
28 same position she/he occupied when the leave commenced or a position with equivalent status,

1 benefits, pay and other terms and conditions of employment.

2 Failure to return by the expiration date of the leave of absence may be cause for removal, and
3 may result in termination of the employee from County service.

4 **Section 6. Use of Vacation Leave.** An employee who has exhausted all of his/her sick leave
5 may use accrued vacation leave as sick leave before going on leave of absence without pay, if
6 approved by his/her immediate supervisor.

7 **Section 7. Sick Leave Donations.** Any leave eligible employee who maintains a sick leave
8 accrual balance of one hundred (100) hours may donate to any other leave eligible employees a
9 portion of his or her accrued sick leave upon written notice to the donating and receiving employees'
10 department director(s). Sick leave hour donations are strictly voluntary. No employee may donate
11 more than twenty-five (25) hours of his/her accrued sick leave in a calendar year, to a specific
12 individual. Employees are prohibited from offering or receiving monetary or any other compensation
13 in exchange for donating sick leave hours.

14 Donated hours shall be converted to a dollar value based upon the donor's straight time hourly
15 rate.

16 Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not
17 used within ninety days (90) or due to the death of the receiving employee shall revert to the donor.

18 Donated sick leave hours are exempt from sick leave payoff provisions.

19 **Section 8. Sick Leave Use.** Sick leave may be used by FLSA eligible employees in one-half
20 (1/2) hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use
21 sick leave in increments for one (1) full workday.

22 **Section 9. Verification of Sick Leave.** Division management is responsible for the proper
23 administration of sick leave benefits. In cases where management has documentation to support a
24 history of excessive or patterned absenteeism, an employee may be put on written notice by the
25 Division Manager/designee that for a period not to exceed six (6) months, all sick leave usage by the
26 employee will require medical verification.

27 **Section 10. Sick Leave Upon Separation.** Separation from King County employment,
28 except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick

1 leave currently accrued to the employee. Should the employee resign in good standing and return to
2 the County within two (2) years, accrued sick leave shall be restored.

3 **Section 11. Sick Leave Cash Out.** Employees eligible to accrue sick leave, who have
4 successfully completed at least five (5) years of County employment, and who retire as a result of
5 length of service or who terminate by reason of death, shall be paid or their estates paid or as
6 provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their
7 unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of
8 leaving County employment less mandatory withholdings.

9 All payments shall be made in cash, based on the employee's hourly rate of pay, and there
10 shall be no deferred sick leave reimbursement.

1 **ARTICLE 7: LEAVES**

2 Employees who are eligible for leave benefits will be granted the following leaves:

3 **Section 1. School Volunteering.** Employees may use up to three (3) days of sick leave per
4 calendar year for the purpose of volunteering in a school, in accordance with existing County policies
5 and practices.

6 **Section 2. Leave of Absence Without Pay.** If a leave of absence is taken in conjunction
7 with a workers' compensation claim, no authorization for the leave is required. Except as otherwise
8 provided under Article 6 (Sick Leave) and Article 7, Section 3 (Military Leave). All other leaves of
9 absence without pay are administered as follows:

10 A. An employee eligible for leave benefits may take a leave of absence without pay
11 for less than thirty (30) days if authorized in writing by the employee's appointing authority.

12 B. An employee eligible for leave benefits may take a leave of absence without pay
13 for more than thirty (30) calendar days if authorized in writing by the employee's appointing authority
14 and the Director.

15 C. Leaves of absence without pay will be for periods not to exceed one (1) year.
16 However, the appointing authority may, in special circumstances, grant an extension beyond one (1)
17 year.

18 D. An employee who is on a leave of absence without pay will not accrue vacation or
19 sick leave. In addition, leaves of absence in excess of thirty (30) days, except for family or medical
20 leave, or military leave will result in the loss of paid health and other insured benefits.

21 E. If a leave of absence without pay was granted to an employee for the purpose of
22 recovering health, the appointing authority will require the employee to submit a physician's
23 statement concerning the employee's ability to resume duties before allowing the employee to return
24 to work.

25 F. An employee who is on a leave of absence without pay may return from the leave
26 before its expiration date if the employee provides the appointing authority with a written request to
27 that effect at least fifteen (15) days before resuming duties.

28 G. Failure to return to work by the expiration date of a leave of absence without pay

1 will result in the employee's automatic termination from county employment.

2 **H.** A leave of absence without pay may be revoked by the appointing authority if the
3 appointing authority learns that the leave of absence was requested and granted under false pretenses,
4 or that the need for such leave of absence has ceased to exist.

5 **I.** When a leave of absence without pay is used in conjunction with paid leave time,
6 the paid leave time must be used first.

7 **J.** Employees who wish to complete educational programs may request a leave of
8 absence without pay for this purpose.

9 **Section 3. Military Leave of Absence.** A leave of absence for active military duty or active
10 military training duty will be granted to eligible employees in accordance with County policy and
11 applicable state and federal laws.

12 **Section 4. Jury Duty.** If an employee eligible for leave benefits is called for jury duty, then
13 the employee will be entitled to regular pay for all workdays that the employee misses due to jury
14 duty. The employee should deposit his or her jury duty fees, excluding mileage, with the Department
15 of Finance. Employees must contact their supervisor when dismissed from jury duty during regularly
16 scheduled working hours and may be required to report back to work.

17 **Section 5. Authorized Leave Due to Inclement Weather or Safety Concerns.**

18 **A.** Where a department director officially closes operations in his/her department
19 because of adverse weather conditions, or orders employees to leave the premises because of safety
20 concerns, all non-essential employees who are scheduled to work will be paid for the normally
21 scheduled work day. This applies to affected overtime exempt as well as hourly employees. Only
22 hours actually worked will be used to determine overtime eligibility for the week.

23 1. Employees who previously request and have been approved for time off
24 (e.g., vacation or sick leave, compensatory time-off, leaves of absence) will have hours deducted from
25 their accruals as approved.

26 2. Essential employees who are scheduled to work but do not because of
27 adverse weather conditions may use accrued vacation or comp time (hourly employees) or accrued
28 vacation or executive leave (FLSA exempt employees), or the time will be charged as leave-without-

1 pay for the scheduled work day. A department director or his or her designee shall make the
2 determination as to which employees are essential and, consequently, which employees are required
3 to report for work despite emergency conditions.

4 **B.** Where a department, office or facility remains open but weather conditions prevent
5 an employee from reporting to work, the following will apply:

6 1. The employee will notify his or her supervisor as soon as possible.

7 2. The employee may request, and the supervisor may approve, the use of
8 compensatory time, vacation time, or leave without pay to cover absences due to inclement weather.
9 Sick leave may not be used to cover absences due to inclement weather.

10 **Section 6. Organ Donor Leave.** An employee who is eligible for leave benefits may take
11 five (5) days paid leave to participate as a donor in a life-giving or life-saving procedure (for example,
12 bone marrow transplants, kidney transplants, and blood transfusions). The paid leave will not be
13 charged to family leave, sick leave, vacation leave or leave of absence without pay. There must be
14 reasonable expectation that the employee's failure to participate may result in serious illness, injury,
15 pain, or the eventual death of the identified recipient. The employee must take the following steps:

16 **A.** Give the appointing authority reasonable advance notice of the need to take time
17 off.

18 **B.** Provide written proof from an accredited medical institution, organization, or
19 individual as to the need for the employee to donate or to participate in any other medical procedure
20 where the participation of the donor is unique or critical to a successful outcome.

21 Time off from work that exceeds five (5) working days is subject to other leave provisions of
22 this Agreement.

23 **Section 7. Bereavement Leave.**

24 **A.** If a leave eligible employee's close relative or close relative of the employee's
25 spouse/domestic partner dies, such employee is entitled to three (3) days off with pay for bereavement
26 leave. If an employee requests more time, up to an additional three (3) days may be used from the
27 employee's sick leave balance.

28 **B.** In the application of any of the foregoing provisions, holidays or regular days off

1 falling within the prescribed period of absence shall not be charged bereavement leave entitlements.

2 **Section 8. Executive Leave.** The nature of the work of many employees represented by this
3 Agreement sometimes requires them to be on-call for significant periods of time and to work, on an
4 on-going basis, substantially in excess of the standard work schedule for other County employees.
5 FLSA-exempt leave-eligible Planning Bargaining Unit employees shall receive 3 days of executive
6 leave per year and shall also be eligible for up to 7 additional days of executive leave pursuant to
7 Executive Policy PER 8-1-1. All other FLSA-exempt employees may be granted up to a maximum of
8 ten (10) days annually executive leave pursuant to Executive Policy PER 8-1-1, when authorized by
9 their immediate supervisor. Executive leave must be used in the payroll year it was granted and
10 cannot be carried into the next payroll year or cashed-out.

11 **Section 9. Promotional Examinations.** Benefit eligible employees will be entitled to
12 necessary time off with pay in order to take county qualifying or promotional examinations. This will
13 include time required to complete any required interviews, scheduled during the employee's working
14 hours. This does not include time required to complete questionnaires.

1 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

2 **Section 1. COLA.** Effective on January 1, 2003, 2004, and 2005 the base wage rates in
3 effect the previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities
4 Index (September to September) with a maximum increase of six (6) percent but not less than two (2)
5 percent.

6 **Section 2. Salary Schedule.** Step progression and placement will be on the County's Ten
7 Step Squared Wage Schedule. All employees shall progress at a rate of two (2) steps (a step equaling
8 one (1) step on the County Ten Step Squared Wage Schedule). Career Service employees shall
9 progress on January 1st of each year (provided they have completed their probationary period).
10 Employees in the Planning Unit will progress automatically two (2) steps at a time to Step 10.
11 Employees in the Professional Unit will progress automatically to Step 4 and after that on the basis of
12 merit they will progress two (2) steps on the County Ten Step Squared Wage Schedule. All new
13 employees shall be hired in at Step 2 and progress from there unless hired in at a higher step. Upon
14 the enactment of this Agreement Temporary and Temporary Long Term employees may be given step
15 increases in accordance with the progression rate established in this Agreement on the employee's
16 anniversary date at management's discretion.

17 **Section 3. Merit Pay.** Employees who are at the top step of their salary range will be eligible
18 annually for a merit increase of either 2.5% or 5% above the top step, at the County's discretion.
19 Employees are eligible for the merit increase who have achieved a performance rating of
20 "outstanding" (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

21 An employee's performance rating and a decision to grant a merit increase is not subject to the
22 grievance and arbitration provisions of Article 12, Dispute Resolution Procedures.

23 **Section 4. Probation.** The length of an employee's probation shall be six (6) months.
24 However, the County can extend an employee's probation up to an additional six (6) months with the
25 concurrence of the Union. Consistent with the definition of "probationary employee" and
26 "probationary period" contained in the King County Personnel Guidelines 16.10, during probation, an
27 employee is "at will" during his/her probation and probationary terminations are not subject to the
28 grievance and arbitration provisions of this Agreement. All new employees will progress to step four

1 (4) at the successful completion of probation, unless the employee was hired at a higher step, in
2 which case progression is at the discretion of the Division Manager.

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1 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

2 **Section 1. Work Week.** For employees who are FLSA eligible the standard work week shall
3 consist of between thirty-five (35) to forty (40) hours within a seven (7) consecutive day period,
4 exclusive of lunch periods. The parties agree the County will not require modification of an
5 employee's schedule to avoid overtime.

6 **Section 2. Alternative Work Schedules.** Alternative work schedules and telecommuting
7 schedules may be established in accordance with Executive policy PER 18-1, May 1, 1990, re:
8 Alternative Work Schedules, as amended. The County and the Union agree that alternative work
9 schedules may be established that are mutually agreed upon. When a supervisor establishes a
10 schedule change or determines how to respond to an employee request for an alternative work
11 schedule, he/she must consider the employee's child care and other family and transportation needs in
12 making the decision.

13 **Section 3. Overtime.** Overtime eligible employees shall be compensated at the rate of time
14 and one-half for all hours worked in excess of forty (40) hours in one workweek, or work on a
15 holiday. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by
16 the employee and approved by the supervisor, pursuant to County policy.

17 **Section 4. FLSA Exempt.** Employees exempt from the Federal Fair Labor Standards Act are
18 covered under the King County Executive Leave Pay and Leave Practices for Executive
19 Administration and Professional Employees policy (Executive Policy PER 8-1-1), as amended and
20 are expected to work the hours necessary to perform their jobs. It is understood by the County and
21 the Union that FLSA exempt employees will be treated in accordance with applicable wage and hour
22 laws.

1 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

2 **Section 1.** There shall be established a Labor-Management Insurance Committee comprised
3 of an equal number of representatives from the County and the Labor Union Coalition whose function
4 shall be to review, study, and make recommendations relative to existing medical, dental and life
5 insurance programs.

6 **Section 2.** The Union and the County agree to incorporate changes to employee insurance
7 benefits that the County may implement as a result of the agreement of the Joint Labor-Management
8 Insurance Committee.

1 **ARTICLE 11: MISCELLANEOUS**

2 **Section 1. Mileage Reimbursement.** All employees who have been authorized to use their
3 own transportation on County business shall be reimbursed at the rate established by County Council
4 action.

5 **Section 2. Classification.** The County shall furnish the Union with specific classification
6 specifications for classifications in the bargaining unit. The County and the Union shall meet to
7 review proposed modifications and revisions to said specifications and will negotiate the resulting
8 impacts.

9 **Section 3. Reclassification.** Requests for reclassification may be made because an employee
10 has been working in an out of class assignment for twelve (12) months or longer, or because there is a
11 significant change in an employee's duties and responsibilities for a period of twelve (12) months or
12 longer. No employee shall submit a reclassification request if it is has been less than one (1) year
13 since the date of a previous reclassification determination.

14 Requests for reclassification must be submitted on the County's Position Description
15 Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her
16 supervisor for review and comment. The supervisor will review and comment within thirty (30)
17 calendar days, and then forward the form to the division manager. The division manager shall have
18 thirty (30) days to review and comment and forward form to the Human Resources Division (HRD)
19 of the Department of Executive Services.

20 If the supervisor or division manager has any disagreement with the information provided on
21 the form by the employee, the supervisor or division manager will discuss this disagreement with the
22 employee prior to forwarding the form to HRD.

23 If HRD determines that an employee should be reclassified, the reclassification will be
24 effective the date the PDQ was submitted to the employee's supervisor. If HRD determines that a
25 reclassification is not appropriate, the Union may request a hearing with a mutually agreed upon
26 mediator/arbitrator as provided through the King County Alternative Dispute Program within thirty
27 (30) calendar days from the date the employee was notified that a reclassification would not take
28 place.

1 The parties are agreed that the mediator/arbitrator's role in this hearing will be to consider
2 testimonial and documentary evidence presented by the County and the Union regarding the
3 employee's appropriate job classification. The mediator/arbitrator will make a determination as to
4 whether the employee is correctly classified and, if not, the appropriate classification to which the
5 employee should be assigned.

6 The parties agree that should there be a reclassification dispute, hearings shall be conducted
7 up to twice a year as agreed upon by the parties.

8 **Section 4. Training Opportunities.** The County recognizes the benefit of training and will
9 provide information and access to training opportunities for employees within budgeted
10 appropriations. The County may provide employees release time to attend training programs that will
11 be beneficial to their job performance.

12 **A. Training Costs/Reimbursement.** An employee who takes individual classes or
13 courses which management determines to be job-related may be eligible to receive reimbursement
14 from the County for up to 100% of the class or course fees. If the County requires attendance at such
15 training programs, the County will pay the expenses incurred. The decision to provide any
16 reimbursement or initial course approval rests solely with the Division Manager. Training may
17 include courses, conferences, workshops and other professional networking opportunities.

18 **B. Tuition Reimbursement.** An employee may receive up to 50% tuition
19 reimbursement for successful completion of continuing education classes. To be eligible for tuition
20 reimbursement:

- 21 1. The employee must have worked for the County for the previous twelve
22 (12) months.
- 23 2. The employee must obtain prior approval from his/her supervisor and the
24 Division Manager; if approved, the manager will indicate the amount of reimbursement for which the
25 employee is eligible.
- 26 3. In the opinion of the employee's supervisor and the Division manager, the
27 course will increase the employee's competence, growth, effectiveness in his/her present position
28 and/or prepare the employee for future promotional opportunities.

1 4. The employee must receive a grade of "C" or better. When the course does
2 not require a formal system of grading, an official record of satisfactory completion from the
3 institution must be submitted.

4 Tuition reimbursement is limited to tuition, laboratory fees and textbooks. All fees, expenses
5 are paid by the employee. The decision to provide any reimbursement or initial course approval rests
6 solely with the Division Manager.

7 **Section 5. Bus Passes.** The Employer will provide all benefit eligible employees with bus
8 passes at no cost in accordance with current practice and County ordinance.

9 **Section 6. Technological Changes.** The effects of County implementation of new
10 technologies that affect working conditions, wages, and hours of work will be negotiated with the
11 Union.

12 **Section 7. Bi-weekly Pay.** The County may move employees to a bi-weekly pay system.
13 The County will bargain the impact of such a change.

1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Grievance.** King County recognizes the importance and desirability of settling
3 grievances promptly and fairly in the interest of continued good employee relations and morale and to
4 this end the following procedure is outlined. To accomplish this, every effort will be made to settle
5 grievances at the lowest possible level of supervision.

6 A. Grievances may be heard on County time and no employee shall receive
7 compensation beyond normal working hours while attending grievance meetings. Employees are not
8 authorized to attend grievance preparation meetings on County time.

9 B. Employees will be unimpeded and free from restraint, interference, coercion,
10 discrimination or reprisal in seeking adjudication of their grievances.

11 **Section 2. Definition.** A grievance is an issue raised by a party to this Agreement relating to
12 interpretation and application of rights, benefits, or conditions of employment as contained in this
13 Agreement, except that written and verbal reprimands cannot be brought before an Arbitrator.

14 **Section 3. Grievance Procedure.**

15 *Step 1 - Supervisor.* A grievance shall be verbally presented by the aggrieved
16 employee and his/her representative, if the employee wishes, within fifteen (15) working days of the
17 date when the employee could reasonably be expected to know of the basis for a grievance, to the
18 employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the
19 matter and notify the employee within ten (10) working days. If a grievance is not presented in
20 writing to the next level within ten (10) working days thereafter, it shall be presumed resolved.

21 *Step 2 - Division Manager.* If after thorough discussion with the supervisor, the
22 grievance has not been satisfactorily resolved at Step 1, the employee and his/her representative shall
23 reduce the grievance to writing and present it to the Division Manager/designee for investigation,
24 discussion, and written reply. The grievance must: a) fully describe the facts as they are understood
25 and how the employee was affected, b) set forth the Article(s) and Section(s) of the Agreement
26 allegedly violated, and c) specify the remedy or solution being sought by the employee filing the
27 grievance. The Division Manager/designee shall make his/her written decision available to the
28 aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher

1 level within the following ten (10) working days, it shall be presumed resolved.

2 *Step 3 - Labor Relations Manager or designee.* If the decision of the Division
3 Manager/designee has not resolved the grievance, the grievance along with supporting documentation
4 may be presented to the Labor Relations Manager or designee assigned to this Agreement for review.
5 The Labor Relations Manager or designee may request information in addition to that in the grievance
6 file and will determine the scope and method of the review. The Labor Relations Manager or
7 designee shall render a decision within ten (10) working days of his/her receipt of the grievance file.
8 If the grievance is not pursued to the next higher level within ten (10) working days, it shall be
9 presumed resolved.

10 *Step - Arbitration.* If the decision of the Labor Relations Manager or designee does
11 not resolve the grievance, either party may request arbitration within twenty (20) working days of
12 receipt of the Step 3 decision. If Arbitration has been timely requested, the parties may, by mutual
13 agreement, attempt to mediate the matter through an Alternative Dispute Resolution process, as
14 described in Section 7 of this Article. County initiated grievances may be filed at this step. Should
15 arbitration be necessary either after an attempt to mediate the dispute or directly after Step 3 of the
16 grievance process, the County and the Union shall select a third disinterested party to serve as an
17 arbitrator. In the event that the County and the Union are unable to agree upon an arbitrator, then the
18 arbitrator shall be selected from a panel of five arbitrators furnished by the American Arbitration
19 Association or the Federal Mediation and Conciliation Service, whichever source is mutually
20 acceptable. The arbitrator will be selected from the list by both the County representative and the
21 Union, each alternately striking a name from the list until only one name remains. The party to strike
22 first shall be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the
23 Association shall be asked to render a decision promptly and the decision of the arbitrator shall be
24 final and binding on both County and the Union. No matter may be arbitrated which the County, by
25 law, has no authority over, has no authority to change, or has been delegated to any civil service
26 commission or personnel board, as defined in RCW 41.56.

27 **Section 4. Authority of Arbitrator.** The arbitrator shall have no power to change, alter,
28 detract from or add to the provisions of this Agreement, but shall have the power only to apply and

1 interpret the provisions of this Agreement in reaching a decision.

2 **Section 5. Costs.** Each party to an arbitration proceeding shall bear their own costs, expenses
3 and fees associated with the arbitration including attorney's fees regardless of outcome, except that
4 the arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by
5 both County and the Union.

6 **Section 6. Work Stoppage.** There shall be no strikes, cessation of work or lockout during
7 such conferences or arbitration.

8 **Section 7. Optional Mediation.** If a grievance was not successfully resolved after Step 3 of
9 the above grievance process, the County and the Union may agree to attempt to mediate the matter
10 through an Alternative Dispute Resolution (ADR) process. The County and the Union agree to utilize
11 the County's ADR Office and will attempt to conclude this process within twenty (20) working days
12 of the decision to mediate.

13 A. If the matter is resolved, the grievance will be withdrawn.

14 B. If the matter is not resolved, the grievance maybe moved to arbitration provided the
15 moving party notifies the other within ten (10) work days of concluding the meditation process.

16 C. Discussions during the mediation process, including offers to settle the matter, will
17 not be used as evidence or referred to if the grievance is moved to arbitration.

18 **Section 8. Unfair Labor Practice.** The County and the Union agree that thirty (30) days
19 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
20 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
21 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
22 relief for the alleged Unfair Labor Practice.

23 **Section 9. Time Limits.** Time Limits set forth in this Article may be extended by mutual
24 agreement.

25 **Section 10. Temporary Employees.** Probationary, provisional, temporary, and term-limited
26 employees are employed at will and cannot use the procedures of this Article to grieve a job
27 separation.

1 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical
5 disability.

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1 **ARTICLE 14: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decrees of a court of competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5 remaining portions hereof, provided, however, upon such invalidation the County and the Union
6 agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or
7 provisions shall remain in full force and effect.

1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1. Penalty.** The County and the Union agree that the public interest requires efficient
3 and uninterrupted performance of all County services and to this end pledge their best efforts to avoid
4 or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or
5 condone any work stoppage, including any strike, slowdown or refusal to perform any customarily
6 assigned duties, sick leave absence which is not bona fide, or other interference with County
7 functions by employees under this Agreement and should same occur, the Union agrees to take
8 appropriate steps to end such interference. Any concerted action by any employee in the bargaining
9 unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent
10 without authorized leave shall be considered as an automatic resignation. Such a resignation may be
11 rescinded by the division manager if the employee presents satisfactory reasons for his/her absence
12 within three (3) calendar days of the date his automatic resignation became effective.

13 **Section 2. Union Responsibility.** Upon notification in writing by the County to the Union
14 that any of its members are engaged in a work stoppage, the Union shall immediately, in writing,
15 order such members to immediately cease engaging in such work stoppage and provide the County
16 with a copy of such order. In addition, if requested by the County a responsible official of the Union
17 shall publicly order such Union employees to cease engaging in such a work stoppage.

18 **Section 3. Consequences.** Any employee who commits any act prohibited in this section
19 will be subject in accord with the County's Work Rules to the following action or penalties:

20 A. Discharge.

21 B. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 16: WAIVER AND COMPLETE AGREEMENT**

2 The County and the Union acknowledge that each has had the unlimited right within the law
3 and the opportunity to make demands and proposals with respect to any matter deemed a proper
4 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth
5 in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each
6 agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not
7 specifically referred to or covered in this Agreement.

1 **ARTICLE 17: DISCIPLINE AND EMPLOYEE RIGHTS**

2 **Section 1. Just Cause.** No career service employee shall be disciplined except for just cause.

3 **Section 2. Off Duty Activities.** The off-duty activities of employees shall not be cause for
4 disciplinary action unless said activities are detrimental to the employee's work performance or the
5 program of the agency.

6 **Section 3. Progressive Discipline.** The parties agree that in their respective roles primary
7 emphasis shall be placed on preventing situations requiring disciplinary actions through effective
8 employee-management relations. The primary objective of discipline shall be to correct and
9 rehabilitate, not to punish or penalize. Counseling and warnings (whether issued in writing or
10 verbally) are not considered discipline and shall not be grievable.

11 **Section 4. Employee Files.** The employee and/or representative may examine the
12 employee's personnel file(s) if the employee so authorizes in writing. Material placed into the
13 employee's files(s) relating to job performance shall be brought to his or her attention. The employee
14 shall have the right to insert documentation into the file(s) that responds to said material.
15 Unauthorized persons shall not have access to employee files or other personal data relating to their
16 employment.

1 **ARTICLE 18: WORK OUTSIDE OF CLASSIFICATION**

2 **Section 1. Defined.** It is understood by the County and the Union that an employee may be
3 assigned in writing to perform the preponderance of duties of a higher classification by the division
4 manager/designee.

5 **Section 2. Compensation.** An employee assigned to a higher classification shall be paid at
6 the first step of the pay range assigned to the higher classification or a minimum of five (5) percent
7 over the employee's regular rate of pay received, whichever is greater, for all time spent while so
8 assigned. An employee will continue to receive step increases according to the Salary Schedule.

1 **ARTICLE 19: LABOR MANAGEMENT COMMITTEE**

2 The County and the Union agree to establish a joint labor-management committee (LMC) for
3 the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices,
4 lawsuits and disciplinary matters are not subjects for discussion for the LMC. The County and the
5 Union also understand that the LMC is not a substitute for bargaining and has no authority to amend
6 the contract. Meetings will be held as needed and may be called by either party. The party requesting
7 the meeting will be responsible for coordinating the meeting. The Union and County will co-chair
8 the meeting and will determine the appropriate participants, not to exceed four (4) for either party.

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1 **ARTICLE 20. SENIORITY AND LAYOFF/RECALL**

2 **Section 1. Seniority.** Seniority is under the jurisdiction of the Union. All issues pertaining
3 to seniority are not grievable and will be settled by the Union. The Union shall establish seniority
4 dates for all employees and inform the County of these dates.

5 **A.** For all Transportation Planners, Grants and Contracts Officers and Communication
6 Specialists (Planning Bargaining Unit), seniority shall be established as the length of time the
7 employee has been in position now covered by this contract (full-time, part-time, permanent, or
8 temporary) prorated for part-time schedules.

9 **B.** Seniority for all employees in classifications covered by the Professional
10 Bargaining Unit in April of 2001 shall be defined as the length of time the employee has been
11 employed by King County.

12 **C.** Employees who join this bargaining unit in any other circumstances shall have
13 their seniority dated established as the date they are hired into a represented position.

14 **D.** An employee who leaves the bargaining unit for any reason (except termination for
15 just cause) shall retain his/her layoff seniority in the bargaining unit covered by this contract for one
16 year. If the absence is for educational purposes, seniority will be reinstated if the employee returns to
17 the bargaining unit within two (2) years.

18 **E.** Employees from the Transit Professional and Technical Unit, will retain their
19 seniority should they move into a position represented by this Agreement.

20 **Section 2. Notice to Union.** When the elimination of a position will result in an employee
21 being laid off, the County will provide written notice to the Union and the affected employee at least
22 ninety (90) calendar days prior to the effective date of the layoff.

23 **Section 3. Order of Layoff.** In the event of a reduction in force, layoffs shall be by position.
24 The positions to be eliminated will be at the sole discretion of management.

25 **Section 4. Placement in Vacancy.** The County and Union will meet and jointly endeavor to
26 find ways to minimize, or eliminate, the number of employees who must be laid off. The County will
27 attempt to place an employee scheduled for layoff in an available vacant position within King County
28 if she/he meets the minimum qualifications. If there is more than one available position which the

1 employee is qualified, the County will consider the employee's preference for making the placement.
2 The employee may decline placement into a different classification or division and elect to bump as
3 described in Section 5.

4 **Section 5. Bumping.** An employee who is not placed as described under Section 4, may
5 elect to bump an employee with less seniority within the same classification series within his/her
6 division for which she/he meets the minimum knowledge, skills and ability to do the job within five
7 (5) working days from receiving their layoff notice. The order of bumping will start with the least
8 senior employee and will go through all employees who have less seniority than the employee slated
9 for layoff within the same classification.

10 A. Bumping shall not result in a promotion.

11 B. If there is more than one employee who is being laid off at one time, the order of
12 bumping starts with the most senior employee.

13 C. An employee may bump an employee in a lower classification within his/her same
14 classification series within his/her division if the employee meets the minimum knowledge, skills and
15 ability to do the job. Bumping will start with the least senior member and will go through all
16 employees who have less seniority than the employee being laid off.

17 D. For the purposes of Section 5 above, the Department of Transportation
18 Administrative Work Division will be considered a Division.

19 **Section 6. Recall.** An employee who is laid off will have recall rights to other vacant County
20 positions, in accordance with the King County Personnel Guidelines, for a period of two (2) years
21 following the employee's layoff. In addition, the employee will retain specific recall rights to the
22 position from which s/he was laid off for an additional one (1) year period following the end of the
23 two (2) year general recall period. During the three (3) year specific recall period, the employee will
24 retain specific recall rights to the position from which she/he was laid off regardless of whether the
25 employee has accepted a different position within the County.

26 When the County is filling a bargaining unit position and there are laid-off employees who
27 have held such positions within the previous (5) five years, the position will be offered to such
28 employees. If there is more than one employee in such situation, the hiring authority will decide

1 which employee will be offered the position.

2 **Section 7. Unsuccessful Placement.** When a laid-off employee applies for, or is referred to,
3 a position and such employee is unsuccessful in obtaining the position, the employee will be provided
4 with the rationale for non-selection, interview and test scores, and any other documentation used to
5 make the determination.

6 **Section 8. Reinstatement.** An employee who is recalled from layoff will have all unpaid
7 sick leave balances; seniority and vacation leave accrual rates restored.

8 **Section 9. Outplacement.** The County will provide outplacement services for employees
9 who have been notified of their impending layoff and who have not yet been placed into another
10 comparable King County position as provided under Sections 4, 5, and 6 of this Article. Each
11 affected employee will be allowed to access such outplacement services for a period of one (1) year
12 following receipt of their notice of layoff, or until recalled, or to a maximum expenditure of \$2,500,
13 whichever comes first.

1 **ARTICLE 21: UNION REPRESENTATION**

2 **Section 1. Union Representative Visits.** Authorized representatives of the Union may, after
3 notifying the County official in charge, visit the work location of employees covered by this
4 Agreement at any reasonable time for the purpose of investigating grievances, but shall not conduct
5 Union business on County time.

6 **Section 2. Member Access.** Authorized representatives of the Union may have reasonable
7 access to its members in County facilities for transmittal of information or representation purposes
8 before work and during lunch breaks or other regular breaks as long as the work of the County
9 employees and services to the public are unimpaired.

10 **Section 3. Stewards.** The Union shall have the right to appoint stewards within Sections and
11 locations where its members are employed under the terms of this Agreement.

12 **Section 4. Employee Rights.** It shall be a violation of this Agreement to directly or
13 indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees
14 in the free exercise of their right to organize and designate representatives of their own choosing for
15 the purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

16 **Section 5. Communications.** The County agrees to permit the Union to post on County
17 bulletin boards the announcement of meetings, election of officers, and any other Union material,
18 provided there is sufficient space.

1 **ARTICLE 22: DURATION**

2 This Agreement shall become effective upon the conclusion of the approval process by King
3 County Council and cover the period January 1, 2003 through December 31, 2005.

4 Contract negotiations for the period beginning January 1, 2006 may be initiated by either party
5 providing to the other written notice of its intention to do so prior to that date. It is the goal of both
6 County and the Union to conclude negotiations prior to expiration of this Agreement.

7
8 **APPROVED** this _____ day of _____, 2002

9
10
11
12 By _____
13 King County Executive

14
15
16 **INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17**

17
18
19 _____
Whitney Hupf, Union Representative

20 Employee Representative:

21
22
23 _____ Date
Jay Osborne, Union Representative

24 Employee Representative:

25
26
27 _____ Date
Hossein Barahimi, Union Representative

ADDENDUM A
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, (IFPTE), LOCAL 17 - ROADS

PLANNING BARGAINING UNIT

Classification Title	Pay Range on Squared Salary Plan
Transportation Planner I	53
Transportation Planner II	58
Transportation Planner III	63
Transportation Planner IV	68
Communications Specialist I	51
Communications Specialist II	54
Communications Specialist III	58
Communications Specialist IV	64
Grants and Contracts Officer I	49
Grants and Contracts Officer II	54
Grants and Contracts Officer III	59
Grants and Contracts Officer IV	64

ADDENDUM B
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, (IFPTE), LOCAL 17 - ROADS

PROFESSIONAL BARGAINING UNIT

Classification Title	Pay Range on Squared Salary Plan
Administrative Staff Assistant	48
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63
Project/Program Manager IV	68
Information Systems Professional I	51
Information Systems Professional II	54
Information Systems Professional III	60
Information Systems Professional IV	65
Information Systems Professional V	70
Business and Finance Officer I	53
Business and Finance Officer II	58
Business and Finance Officer III	62

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, (IFPTE), LOCAL 17 - ROADS
PROFESSIONAL BARGAINING UNIT**

The parties agree to Implementation of PT Classification/Compensation Project for Professional Bargaining Unit (Employees) in the following manner:

1. Effective Date of Pay Adjustments

King County and the Union (the parties) agree that the pay adjustments associated with implementing the new job classes and pay ranges set forth in attached Appendix A shall be effective as follows:

A. The parties agree that the effective date of adjustments to the new pay ranges and job classes shall be date of representation (April 15, 2001), for all employees.

B. The effective date of adjustments to the new pay ranges and job classes for all employees who hire into the bargaining unit after April 15, 2001 shall be their date of hire.

C. All non-probationary employees shall progress two (2) steps on the Squared 10 step wage schedule on January 1 of each year.

D. At management's discretion, TLT employees shall progress at the rate of two (2) steps on the Squared 10 step wage schedule on January 1 of each year.

2. New King County Pay Range

The parties agree that the newly adopted job classifications shall be compensated at the established pay ranges negotiated by and between the parties as listed in Appendix A to this Agreement, except as additional HRD review as provided for in this Agreement. These pay ranges

are associated with a squared, 10-step wage pay plan. The ranges provide compensation for all duties identified by the classification specification for the position. To the extent an individual previously received premium pay or special duty pay for the performance of duties which are included in the new classification, such duties are fully compensated by the ranges identified in and no additional premium or special duty pay will be provided for the performance of such duties.

Each position's FLSA designation is listed in Appendix B.

A. Employees allocated to positions that are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") shall be paid rates on the "10 Step FLSA-Exempt Squared Salary Schedule."

B. Employees allocated to positions that are FLSA non-exempt¹ shall be paid rates on the "10 Step Hourly Squared Wage Schedule."

3. Information Systems Professional Classifications

The parties recognize that certain job classifications created in the Classification/Compensation Project need additional review prior to final implementation of new ranges and class titles to employees covered under these negotiations. These job class series are as follows:

Information Systems Professional (Professional Unit)

The parties agree that a review of the job series and allocations as proposed will be completed no later than six (6) calendar months following implementation of this Agreement. Appendix B to this Agreement includes a listing of employees to be allocated to these job classifications.

¹ Positions that are FLSA non-exempt are also referred to as "hourly" positions in this Agreement.

Attachment C

The County is conducting a classification and compensation review for the job series and the parties agree that once the County completes its review and subsequent allocations, the parties shall commence negotiations over the appropriate pay ranges to be assigned to each of the newly-created job classifications. If a higher pay range is negotiated, the employee shall receive the difference between the final assigned pay rate and the interim wage rate for all compensable hours retroactive to April 15, 2001 or subsequent date of hire or date of representation. During the pendency of this review, the classifications will be fully implemented with the sole exception of final assigned pay rate.

4. Step Placement

Upon implementation of the Agreement, employees shall be placed on the new salary ranges as follows:

A. Employees moving to hourly job classifications. Employees shall be placed on the first step on the applicable squared wage schedule for hourly employees that does not constitute a decrease over their current hourly base rate of pay.²

B. Employees moving to FLSA-exempt job classifications. Employees shall be placed on the applicable step on the applicable squared salary schedule for FLSA-exempt employees that does not constitute a decrease over their current annualized base salary.

Following implementation of the new ranges, employees shall progress two steps (on the County Ten Step Squared Salary Table) annually through the salary range assigned to their job classification until they reach the top step of their salary range. Such progression shall be either automatic or on a merit basis, pursuant to Article 8 of the bargaining agreement.

² This methodology also applies to FLSA exempt employees. The derived hourly rate is generated for the purpose of calculating retroactive pay. Step placement occurs only on initial placement and step movement normally occurs every twelve (12) months.

Employees shall be placed on the County's 10-step pay plan and progress at the rate of two steps once per year in the pay range assigned to their job classification until they reach the top step of their new pay range. This "Truncated Plan" shall commence after date of representation or subsequent date of hire. Following enactment of the ordinance approving this Agreement, employees will receive their annual Truncated Plan step increase on January 1 of each year.

5. Merit Pay Plan Eligibility

Employees who were eligible for merit pay step increases pursuant to the King County Merit Pay Plan prior to their placement on a new pay range shall retain their eligibility for merit pay step increases pursuant to the merit plan. Employees whose new base rate is less than the total of their old base rate and merit pay will be frozen at their old base rate plus merit pay until such time as the pay rates associated with their placement on the new pay range meet or exceed their frozen rate of pay. During this period of freezing, employees shall not be eligible for merit increases, cost of living increases, and/or any other wage adjustments.

6. Salary Y-rating (Freezing)

Except as otherwise provided in Paragraph 5 of this Agreement, employees whose current base rate of pay exceeds the top step of the new range bargained for their job classification shall be y-rated at their current base rate of pay until such time as the pay rates associated with their job classification exceed their current rate of pay. During this period of y-rating, employees shall not be eligible for merit increases, cost of living increases, and/or any other wage adjustments.

7. Retroactive Pay Adjustment

A list of employees and the specific amount of retroactive payment due each employee "Appendix F" will be provided to the union. This sum will represent the full and final settlement of all claims related to classification and/or compensation issues, including but not limited to working-

out-of-class, special duty, acting pay, FLSA designation, overtime compensation, and any other pay related to classification or any claims for classification adjustment from April 15, 2001 forward, except as additional HRD review is provided for in this Agreement or pursuant to any pending classification appeal timely filed. Any compensation received for work out-of-class, special duty, acting pay, or other pay related to classification will not be retroactively recalculated based upon the new wage rates.

The data in Appendix F is based on pay and allocation data. The parties understand that mutual agreement must be reached on this data, subject to the provisions of this Agreement. The Union will have thirty calendar days subsequent to receiving Appendix F to submit disputes. The parties understand that these amounts were based upon data available at the time of calculation, are final determinations, and are not subject to further review except as otherwise provided in Section 9 (Allocation Review).

The following general formula was applied to the available payroll data: The difference between former actual base rate(s)³ and new adjusted base rate for eligible employees as set forth in Section 4 of this Article for all compensable hours from April 15, 2001 until the date of implementation.

The amount of any working out-of-class, special duty, or related pay that employees received in recognition of the pendency of the Classification/Compensation Project, including an adjustment to employees' base rates of pay, shall be deducted from any retroactive compensation paid under the provisions of this Agreement. If employees' base rates were adjusted in anticipation

³ Former actual base rate of pay includes COLA for that year regardless of when COLA was applied during that year and implemented retroactively; but excludes merit, special duty, acting, out-of-class, lead, and other types of premium pay.

of the Classification/Compensation Project, retroactive compensation shall be based upon the unadjusted base rate of pay (i.e. no merit, special duty, out of class).

This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen.

8. Reconciliation of Work Schedules and Pay Involving FLSA-Exempt Employees

A. Core Work Schedule. All full-time employees allocated into an FLSA-exempt position shall have a core work schedule of forty (40) hours per week effective upon implementation of this Agreement, except as provided herein. Each regular FLSA-exempt employee with a core work schedule of thirty-five (35) hours per week who is employed at the time the ordinance approving this Agreement is enacted and who is now allocated into an FLSA-exempt position as a result of the Classification/Compensation Project shall be given a one-time only option to be paid as an hourly employee and maintain their thirty-five (35) hour core work schedule. Such option must be made in writing no later than sixty (60) days following enactment of the ordinance approving this Agreement and will be based on the first step on the applicable squared wage schedule for hourly employees that does not constitute a decrease over their current derived hourly rate (salary divided by 1820 hours). Employees who utilize this one-time option shall be overtime eligible after forty (40) hours in a workweek and ineligible for executive leave. Employees making this election shall retain the ability to convert to FLSA-exempt status through their length of employment within their current position. Employees who convert to FLSA-exempt status shall be placed on the first step on the applicable squared salary schedule for FLSA-exempt employees that does not result in a decrease in their annualized base salary [hourly base rate of pay multiplied by 1820 hours]. Once converted to FLSA-exempt, employees may not choose to be compensated on an hourly basis. Further, regular employees electing to be paid as hourly who subsequently transfer,

demote or promote into FLSA-exempt positions shall be paid on a salaried basis. All other employees who are allocated into an FLSA-exempt position shall be paid on a salaried basis.

B. Vacation and Sick Leave Accrual Adjustments. Pursuant to KCC 3.12.125, regular and term-limited temporary employees whose core hours are increasing from thirty-five (35) hours to forty (40) hours shall have their vacation and sick leave balances adjusted upward so as to insure that the equivalent number of sick leave and vacation leave days accrued does not change. This provision is effective prospectively upon implementation of the Agreement and does not apply to employees whose employment has terminated prior to that time.

C. Part-Time FLSA-Exempt Employees. FLSA-exempt regular employees working less than full-time shall be paid on a salaried basis based on their regular core work schedule, as a percentage of full-time. Leave benefits shall accrue and be used on that percentage basis.

D. Pre-Implementation Conversion for Hourly Employees. Each regular hourly employee who is now allocated into an FLSA-exempt position as a result of the Classification/Compensation Project shall be given a one (1) -time only option to be paid as an hourly employee, provided that the employee occupied hourly paid position(s) on the date the ordinance approving this Agreement is enacted. Such option must be made in writing no later than sixty (60) days following enactment of the ordinance approving this Agreement and will be based on the first step on the applicable squared wage schedule for hourly employees that provides a minimum of a ten (10) cent increase over their current hourly rate. Employees who utilize this one (1) -time option shall be overtime eligible after forty (40) hours in a workweek and ineligible for executive leave. Employees making this election shall retain the ability to convert to FLSA-exempt status through their length of employment within their current position. Employees who convert to FLSA-exempt status shall be placed on the first step on the applicable squared salary schedule for

FLSA-exempt employees that does not result in a decrease in their annualized base salary [hourly base rate of pay multiplied by 2080 or 1820 depending on core work schedule prior to the pre-implementation conversion]. Once converted to FLSA-exempt, employees may not choose to be compensated on an hourly basis. Further, regular employees electing to be paid as hourly who subsequently transfer, demote or promote into FLSA-exempt positions shall be paid on a salaried basis. Employees hired subsequent to the date the ordinance approving this Agreement is enacted, now allocated into an FLSA-exempt position, shall be paid on a salaried basis. This Agreement's provisions shall supersede and take precedence over any contrary applicable collective bargaining agreement provisions providing overtime compensation to employees in otherwise exempt job classifications covered under these negotiations.

9. Allocation Review

The parties shall submit any classification allocation disputes to a mediation/arbitration process under the King County Alternative Dispute Resolution Program that will preside over a single mediation/arbitration. The scope of the mediation/arbitration is solely limited to a review of allocation determination and post-April 15, 2001 effective date of allocation.

10. Post Implementation Review

Employees shall be eligible to submit a request for reclassification twelve (12) months from the date the ordinance approving this Agreement is enacted.

11. Waiver and Complete Agreement

The parties agree and acknowledge that each has had the opportunity to fully exercise its rights under the law and to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining regarding the implementation of the classification and/or compensation Project allocations and pay ranges. The results of the exercise of those rights and

opportunity are set forth in this Agreement. Further, both parties agree that this Agreement represents a complete settlement which fully and finally resolves all of their differences related to Classification/Compensation issues, including but not limited to working out-of-class, special duty, acting pay, FLSA designation, overtime compensation, and any other pay related to classification or any claims for classification adjustment from date of representation April 15, 2001 forward, except as additional HRD review is provided for in this Agreement or pursuant to any pending classification appeal timely filed. Therefore, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement and the Union agrees that this Agreement represents the full and entire agreement between the parties on classification and compensation matters.

12. Normal Withholding

All payments made pursuant to this Agreement shall be subject to regular and legally required withholding.

The retroactive payments made pursuant to this agreement are subject to deductions for purposes of the Public Employment Retirement System (PERS). King County shall be responsible to the Department of Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible to King County for repayment of the employee's share of their PERS contribution. Each individual shall have the PERS employee obligation deducted from the retroactive payment check.

13. Implementation Schedule

The parties agree to devise a realistic time table for implementing the Classification/Compensation Project allocations and pay ranges set forth in this Agreement.

14. Class/Comp Implementation Dividend

Leave-eligible employees employed at the time the ordinance approving this Agreement is enacted will receive a one (1) -time only addition of five (5) days of paid leave. This leave must be utilized by December 31, 2003. In no event shall any of this leave be carried over into subsequent calendar years or cashed out. This leave is not considered in determining the maximum amount of vacation leave an individual is allowed to accrue. This leave must be utilized first prior to the use of other paid leaves. This provision supercedes any previously agreed to Executive Leave guarantee including the Classification and Compensation Agreement.

15. Duration of this Agreement

The parties agree that this Memorandum of Agreement shall be in effect from April 15, 2001 through December 31, 2003.

APPROVED this _____ day of _____, 2002

By _____

King County Executive

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17

Whitney Hupf, Union Representative

Date

Employee Representative:

Jay Osborne, Union Representative

Date

APPENDIX A
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, (IFPTE), LOCAL 17 - ROADS

PROFESSIONAL BARGAINING UNIT

Classification Title	Pay Range on Squared Salary Plan
Administrative Staff Assistant	48
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63
Project/Program Manager IV	68
Information Systems Professional I	51
Information Systems Professional II	54
Information Systems Professional III	60
Information Systems Professional IV	65
Information Systems Professional V	70
Business and Finance Officer I	53
Business and Finance Officer II	58
Business and Finance Officer III	62

APPENDIX B
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, (IFPTE), LOCAL 17 - ROADS
PROFESSIONAL BARGAINING UNIT

Employee Name	Current FLSA	Current Job Class	Current Classification Title	New FLSA	New Classification Title
AHLERS, THOMAS C	E	0634	PROGRAM ANALYST IV	E	Project/Program Manager IV
BAKER, MINDY L	N	0186	PC SYSTEMS COORDINATOR II	N	Information Systems Professional III
BARGA, LYDIA	E	0316	ADMIN SERVICES OFFICER I	N	Business and Finance Officer II
BARGA, LYDIA	N	0632	PROGRAM ANALYST II	N	Project/Program Manager II
BASS, MARY	N	0632	PROGRAM ANALYST II	N	Project/Program Manager II
BLACKBURN, WILLIAM	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III
BLACKBURN, WILLIAM	E	0634	PROGRAM ANALYST IV	E	Project/Program Manager IV
BOYLE, PATRICK	N	0127	PROGRAMMER ANALYST I	N	Information Systems Professional III
CHRISTIANSON, MARGO	N	9998	TLT-INFO SYSTEMS ANALYST I	N	Information Systems Professional III
CLARK, HARRY E	E	4402	INFO SYSTEMS ANALYST II	E	Information Systems Professional IV
COLTRANE, MARY K	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III
CRIPPEN, MICHAEL J	E	4402	INFO SYSTEMS ANALYST II-METR	E	Information Systems Professional IV
DAVIS, CHARLES M	E	9998	TLT-PROGRAM ANALYST III	E	Project/Program Manager III
DONATO, FLORENCIA P	E	0317	ADMIN SERVICES OFFICER II	E	Business and Finance Officer III
DONATO, FLORENCIA P	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III
ECKSTINE, NATHANIEL	N	4039	INFO SYSTEMS ANALYST II-METRO	N	Information Systems Professional III
FERLAND, MICHEL JEA	E	0132	NETWORK/SYSTEMS ADMINISTRATOR	E	Information Systems Professional IV
FLAJOLE, LINDA GAY	N	9998	TLT-PROGRAM ANALYST I	N	Project/Program Manager I
FOOTE, MARK DANIEL	E	0633	PROGRAM ANALYST	E	Project/Program Manager III
GORDON, DONNA M	E	0633	PROGRAM ANALYST III	E	Information Systems Professional IV
GRAHAM, MICHELLE F	N	0630	PROGRAM ASSISTANT	N	Administrative Staff Assistant
GRIEVE, GARY A	E	4039	INFO SYSTEMS ANALYST III-METR	E	Information Systems Professional V
GRIFFIN III, LEO R	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III
GUBER, EVGENIJ	N	9990	TEMP-PC SYSTEMS SPECIALIST	N	Information Systems Professional II
HARRIS, SUSAN	E	0316	ADMIN SVCS OFFICER I	N	Business and Finance Officer II
HARTWELL, DAVID ALL	N	0609	MANAGEMENT ANALYST II	N	Project/Program Manager II
HEIFNER, WEYLIN	N	9990	TEMP-PC SYSTEMS SPECIALIST	N	Information Systems Professional II
HIGH, VICTOR W	N	4402	INFO SYSTEMS ANALYST II-METR	N	Information Systems Professional III
KAMIN, MARCIA LOUIS	E	0132	COMPUTER TECHNOLOGY SPECIALIS	E	Information Systems Professional IV
KIRKWOOD, JAMES ROBER	N	9998	TLT-INFO SYSTEMS ANALYST II	N	Information Systems Professional III
KNISS, STEVE F	N	0186	TEMP-PC SYSTEMS COORDINATOR I	N	Information Systems Professional II

APPENDIX B
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, (IFPTE), LOCAL 17 - ROADS
PROFESSIONAL BARGAINING UNIT

Employee Name	Current FLSA	Current Job Class	Current Classification Title	New FLSA	New Classification Title
KNISS, STEVE F	N	0186	PC SYSTEMS COORDINATOR II	N	Information Systems Professional III
KULISH, MICHAEL	E	4402	INFORMATION SYSTEMS ANALYST I	E	Information Systems Professional IV
KULISH, MICHAEL	E	4402	INFORMATION SYSTEMS ANAL III	E	Information Systems Professional V
LEATHERS, MICHAEL REX		4039	INFO SYSTEMS ANALYST III	E	Information Systems Professional IV
LONG, THOMAS M	E	0316	ADMIN SVCS OFFICER I	N	Business and Finance Officer II
LUM, WILLIAM WONG	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III
MCBRIDE, KENNETH W	N	9998	TLT-INFO SYSTEMS ANALYST II	N	Information Systems Professional II
MILLER, FENNELLE D	E	9998	TLT-PROGRAM ANALYST III	E	Project/Program Manager III
MOMOCHARA, ALAN R	E	0634	PROGRAM ANALYST IV	E	Project/Program Manager IV
MURATA-SMITH, KATHI	E	0634	PROGRAM ANALYST IV	E	Project/Program Manager IV
NYGREN, BONNIE S	E	9998	TLT PROGRAM ANALYST III	N	Project/Program Manager II
OOKA, KATHRYN	N	9998	TLT - INFO SYSTEMS ANALYST II	N	Information Systems Professional II
OSBORNE, JAMES	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III
OSBORNE, JAMES	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III
PACKARD, ADA C	N	0632	PROGRAM ANALYST II	E	Project/Program Manager III
POPE, MATTHEW	N	9998	LAN ADMINISTRATOR	N	Information Systems Professional III
RAFANELLI, CATHY	E	0316	ADMIN SERVICES OFFICER I	N	Business and Finance Officer II
SAMPSON, ANGELA VAS	N	0183	LAN ADMINISTRATOR	N	Information Systems Professional III
SARKISSIAN, SEVAG	N	0631	TEMP-PROGRAM ANALYST I	N	Project/Program Manager I
SCHANTZ, BARBARA A	E	0317	ADMIN SERVICES OFFICER II	E	Business and Finance Officer III
SUGUI, REY O	N	0632	PROGRAM ANALYST II	N	Project/Program Manager II
SWITAJ, REBECCA	E	0317	ADMIN SERVICES OFFICER II	E	Business and Finance Officer III
THOMAS, JANE E	N	0632	TEMP-PROGRAM ANALYST II	N	Project/Program Manager II
THOMAS-CLARK, JULIE	N	0632	PROGRAM ANALYST II	N	Project/Program Manager II
THOMPSON, BERNARD	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III
TRUONG, DUNG THI	E	0316	ADMIN SERVICES OFFICER I	N	Business and Finance Officer II
VAN HORN, MARIA	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III
ZIEGMAN, SUSAN R	E	0633	PROGRAM ANALYST III	E	Project/Program Manager III

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, (IFPTE), LOCAL 17 – ROADS
PLANNING BARGAINING UNIT**

WHEREAS, The Collective Bargaining Agreement between the parties expired June 14, 2001.

WHEREAS, the parties have bargained and reached agreement on the following subject;

THEREFORE, the parties agree as follows:

Each eligible bargaining unit member shall receive a Cost of Living Adjustment, (COLA), equal to 90% of the CPI-W All Cities Index (September to September), retroactive to January 1, 2002, with a maximum increase of six (6) percent but not less than two (2) percent.

APPROVED this _____ day of _____, 2002

By _____
King County Executive

**INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17**

Whitney Hupf, Union Representative

Date

Employee Representative:

Hossein Barahimi, Union Representative

Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, (IFPTE), LOCAL 17 – ROADS
PROFESSIONAL BARGAINING UNIT**

The parties agree that the newly recognized Program Analyst IV classification with King County DOT, Road Services Division is entitled to the provisions of this contract and the Classification/Compensation Memorandum of Agreement retroactive to September 25, 2002.

APPROVED this _____ day of _____, 2002

By _____
King County Executive

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17

Whitney Hupf, Union Representative

Date