

Coalition Labor Agreement (CLA) - Appendix for 066
Agreement Between King County
And
PROTEC17
Representing Section Managers in the Departments of Natural Resources & Parks (Solid Waste and Water and Land Resources), Local Services (Permitting and Roads), and Executive Services (Airport and Fleet)

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These Articles constitute an Agreement between King County (“County”) and the PROTEC17 (“Union”). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council (“Council”).

ARTICLE 1: DEFINITIONS

All words under this Appendix shall have their ordinary and usual meaning except those words that have been defined under KCC 3.12, as amended, or which are specifically defined in this Appendix or the CLA.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

The CLA shall apply to the individual bargaining unit’s employees as follows:

Section 2.1 The preamble in its entirety

Section 2.2 All superseding and non- superseding provisions, unless otherwise noted in this Appendix, Section 2.3 or the CLA.

Section 2.3 The following non-superseding provisions do not apply to this bargaining unit:

- CLA Article 43 After Hours Support

Section 2.4 For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

- Bereavement Leave pursuant to CLA Article 8
- Bulletin Boards pursuant to CLA Article 23
- Conflict Resolution pursuant to CLA Article 26
- Donation of Leaves pursuant to CLA Article 6
- Duration pursuant to CLA Article 41
- EEO pursuant to CLA Article 38
- Employee rights (in Discipline) pursuant to CLA Article 27
- Holidays pursuant to CLA Article 10
- Internal Hiring Examinations pursuant to CLA Article 35
- Jury Duty pursuant to CLA Article 5

- Leave- Organ Donors pursuant to CLA Article 36
- Maximum Accruals pursuant to CLA Article 9
- Medical/Dental and Life Insurance pursuant to CLA Article 25
- Sick Leave pursuant to CLA Articles 3, 11 and 31
- Training pursuant to CLA Article 12 and 44
- Total Compensation pursuant to CLA Article 29
- Union membership pursuant to CLA Article 37
- VEBA pursuant to CLA Article 25
- Waiver Clause pursuant to CLA Article 46
- Work Outside of Classification pursuant to CLA Article 33
- Vacations pursuant to CLA Article 32 and Appendix Article 5
- Volunteer Service pursuant to CLA Article 4

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP LIST

3.1 Recognition - The County recognizes the Union as the exclusive bargaining representative of all employees in the Department of Natural Resources & Parks (Solid Waste and Water and Land Resources), Department of Local Services (Permitting and Roads), and Department of Executive Services (Airport and Fleet) whose job classifications are listed in the attached Addendum “A”.

3.2 Employee List - The County will transmit to the Union, upon request but not to exceed twice per year, a current listing of all employees in the bargaining unit. Such list shall indicate the name of the employee, position, job classification, department and/or unit.

ARTICLE 4: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in the County, except as may be limited by the express written terms of this Agreement. All matters, including but not limited to, the right to hire, appoint, promote, discipline and discharge regular (career service) employees for cause, improve efficiency, train, assign and direct the work force,

develop and modify classification specifications, allocate positions to those classifications, determine work schedules, determine location of facilities, contracting out of work, and determine methods, processes and means for providing services, may be administered for its duration by the County in accordance with such policy or procedures as from time to time may be determined.

ARTICLE 5: VACATION SCHEDULING

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

ARTICLE 6: WAGE RATES

6.1 Rates of Pay - Wage ranges shall be as listed in Addendum A. Wage rates are available on the King County Squared Table. Wage rates for regular part-time employees shall be prorated based upon the ratio of hours worked to the standard 40-hour workweek.

6.2 Merit - Employees covered by this Agreement shall be subject to the County's ten step plan (truncated) and above top step merit pay as provided under KCC 3.15.020 and the applicable procedures under the Performance Appraisal and Merit Pay System, as amended.

6.3 Professional Registration/Certification – To encourage and support professional development and to provide for the employment of qualified personnel in appropriate classifications, the Department/Division will provide compensation for professional licenses and certifications according to the following formula:

If the employee is required to hold the license/certification for their job, compensation shall be paid at an additional one hundred dollars (\$100.00) per month. If the license/certification is not required but is related to the employee's work, they will receive an additional fifty dollars (\$50.00) maximum per month. It is understood that the employee is responsible for costs and fees of obtaining and renewing such licenses.

Applicable designations or professional licenses: Washington State professional license in the branches of Civil, Electrical, Hydraulic, Industrial, Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, Geology or Illumination; a registered architect's license or a

professional designation of CPA, MAI, RM, SSA, CPM or SR/WA; International Conference of Building Officials Certifications in Building Inspection, Landscape Architecture, Certified Floodplain Manager, Mechanical, Plumbing, Combination Inspector, Fire and Plans Examiner, LEED Certification and Living Future Certification.

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

ARTICLE 7: HOURS OF WORK

7.1 Schedules - The establishment of work schedules is vested solely within the purview of the Departments/Divisions and may be changed from time to time. It is the policy of the County to actively promote alternative and flexible work schedules.

7.2 FLSA - Employees covered by this bargaining unit are employed in a bona fide executive, administrative or professional capacity and are in turn exempt from overtime payments under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered under the King County Executive Leave policy and modifications thereto and are expected to work the hours necessary to satisfactorily perform their jobs.

7.2.1 Regular employees will receive at least five (5) days of Executive Leave during the calendar year provided the employee is in an eligible position on January 1. Employees may receive up to an additional five (5) days at the discretion of the Director or designee and pursuant to the Executive Leave Policy. Executive Leave awarded must be used in that calendar year and does not carry over into the next year.

ARTICLE 8: ULP FILING

The parties agree that thirty (30) days prior to filing a ULP complaint with the PERC, the complaining party will notify the other party, in writing, meet, and make a good faith attempt to

resolve the issue unless the deadline for filing with PERC would otherwise pass.

ARTICLE 9: REDUCTION IN FORCE

9.1 Order of layoff - In the event of a reduction in force due to lack of work, lack of funds or considerations of efficiency, layoffs shall be by position. The positions to be laid-off shall be at the sole discretion of management. In lieu of laying off a regular employee, the Director of DHR may reassign such employee to a comparable, vacant position, when the Director of DHR determines such reassignment to be in the best interest of the County.

9.1.1 The County will attempt to place a regular employee subject to layoff in accordance with the County's Reduction in Force Planning and Implementation Guide, as amended.

9.2 Recall - A regular employee who is laid off will have recall rights to their previous position for two years from the date of layoff. An employee retains their recall rights even if the employee accepts another position with the County. An employee who is laid off shall forfeit their recall rights if the laid off employee refuses a recall.

9.2.1 Notice of Recall - An employee will have ten (10) days from the date the notice of recall is sent by certified mail in which to notify the County of whether the employee will accept the position. The County will consider the employee's failure to notify the County within ten (10) days as a refusal; however, if the County determines that there are warranting circumstances, it may accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the County informed of their current address.

9.2.2 Reinstatement - An employee recalled within two (2) years from the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff, and vacation leave accrual rate restored.

ARTICLE 10: UNION REPRESENTATION AND EMPLOYEE RIGHTS

10.1 Union Representation

10.1.1 Authorized representatives of the Union may, after notifying the County official in charge, visit the work location of employees covered by this Agreement at any reasonable

time for the purpose of employee representation.

10.1.2 The Executive Director and/or Union Representative shall have the right to appoint shop stewards. The Union shall provide the County with the names of shop stewards so appointed. The shop steward will be allowed reasonable time during working hours to see that the provisions of the Agreements are observed.

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

10.3 Represented employees of the bargaining unit are entitled to meal compensation pursuant to King County Code 3.24.080.

ARTICLE 11: MISCELLANEOUS

11.1 Drug Free Workplace - The Union agrees to comply with all applicable federal, state and county regulations and ordinances with regard to the drug free workplace.

11.2 Seniority and Un-Paid Leave - Any employee who returns from unpaid family or medical leave FMLA/KCFML within the time provided in the CLA is entitled, subject to layoff provisions, to the same seniority accrued before the date on which the leave commenced.

11.3 Employee Safety During Work Stoppages No employee of this bargaining unit shall be required to cross a legal picket line sanctioned by the King County Labor Council (this section does not apply to informational pickets). This section shall not apply in situations that pose an imminent threat to structures or human health and/or safety. An employee encountering a picket line during the course of their duties shall contact their supervisor for work instructions.

11.4 Labor-Management Committee - The parties shall convene a bargaining unit wide Labor-Management Committee meeting whenever they jointly agree that such a meeting is desirable.

11.5 The County and the Union and the employees covered by this Agreement are governed by applicable County ordinances, and said ordinances are paramount except where they conflict with a provision of this Agreement.

11.6 Work Stoppages and Employer Protection - The County and the Union agree that the public interest requires efficient and uninterrupted performance of all county services and to this end

pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with county functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees represented by the Union shall be deemed a work stoppage if any of the above activities have occurred.

11.6.1 Any employee participation in such work stoppage or in other ways committing an act prohibited in this Section shall be considered absent without authorized leave and shall be considered to have resigned.

For PROTEC17:

DocuSigned by:

Karen Estevenin

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Karen Estevenin
Executive Director

For PROTEC17:

DocuSigned by:

Youssef El Hamawi

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Youssef El Hamawi
Union Representative

For King County:

Signed by:

Matthew Wood

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Matthew J. Wood
Labor Relations Negotiator
Office of Labor Relations, Executive Office

cba Code: 066

ADDENDUM A

Union Code: C11

Wages**PROTEC17, Section Managers – DNRP, DLS, DES**

Job Class Code	Peoplesoft Job Code	Classification Title	Department	Range*
1142100	114303	Administrative Services Manager	DNRP (SWD)	75
1072100	107101	Engineering Services Manager	DNRP	77
1134100	113701	Engineering Services Section Manager	DLS, DES	77
1134800	113850	Field Operations Manager - Roads	DLS	74
1077100	108603	Finance and Administrative Services Manager	DNRP	74
1072400	107401	Fiscal Services Manager - Solid Waste	DNRP	74
8750100	878101	Manager - Fleet and Warehouse Operations	DES	75
7112500	711502	Managing Engineer	DLS, DES DNRP,	74
1300100	130002	Operations Manager	DLS, DES	75
5330100	552101	Permitting Product Line Manager	DLS	72
1072200	107201	Recycling & Environmental Services Manager	DNRP	75
1072300	107301	Solid Waste Program Planning Manager	DNRP	71
5220200	252803	Special Projects Manager III (Performance Manager)	DNRP (SWD)	72
2452100	249102	Strategic Planning Manager	DNRP (SWD)	73
1134400	114001	Traffic Engineering Manager	DLS, DES	77
1136100	114101	Transportation Systems Planning Manager	DLS, DES	75
1134700	113901	Roads Maintenance Manager and Traffic Engineering Manager - Assistant	DLS	74

*** For Ranges refer to the King County Squared Salary Schedule: Steps are Truncated 1,2,4,6,8,10**