

**Master Labor Agreement (MLA) - Appendix 29
 Agreement Between King County
 And
 Professional and Technical Employees, Local 17
 Section Managers - Departments: Natural Resources & Parks, Permitting & Environmental
 Review, Transportation
 [066]**

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ARTICLE 1: PURPOSE AND DEFINITION 1
 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1
 ARTICLE 3: RIGHTS OF MANAGEMENT AND WAIVER CLAUSE..... 2
 ARTICLE 4: HOLIDAYS 3
 ARTICLE 5: VACATIONS 3
 ARTICLE 6: SICK LEAVE 3
 ARTICLE 7: PAID LEAVES 4
 ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE..... 5
 ARTICLE 9: WAGE RATES..... 5
 ARTICLE 10: HOURS OF WORK 5
 ARTICLE 11: CONFLICT RESOLUTION..... 6
 ARTICLE 12: REDUCTION IN FORCE 6
 ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION 7
 ARTICLE 14: UNION REPRESENTATION AND EMPLOYEE RIGHTS 7
 ARTICLE 15: MISCELLANEOUS 7
 ARTICLE 16: GENERAL PROVISIONS 8
 ARTICLE 17: DURATION 9
 ADDENDUM A: WAGE

1 following the beginning of such employment, become and remain members in good standing or pay
2 an agency fee to the Union in lieu of membership.

3 **2.2.1** An employee who can substantiate, in accordance with existing law, bona fide
4 religious tenets or beliefs that prohibit the payment of dues or initiation fees to union organizations
5 shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious
6 charitable organization mutually agreed upon by the employee affected and the Union to which such
7 employee would otherwise pay the dues and initiation fee. If the employee and the Union do not
8 reach agreement on such matter, the Public Employment Relations Commission (PERC) shall
9 designate the charitable organization. The employee shall furnish written proof that such payment
10 has been made.

11 **2.2.2** Failure by an employee to abide by the above provisions shall constitute cause
12 for discharge of such employee; provided, that when an employee fails to fulfill the above obligation,
13 the Union shall provide the employee and the County with thirty (30) days written notification of the
14 Union's intent to initiate discharge action, and during this period the employee may make restitution
15 in the amount which is overdue.

16 **2.3 Dues Deduction** - Upon receipt of written authorization individually signed by a
17 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
18 of dues as certified by the secretary of the Union and shall transmit the same to its treasurer.

19 **2.4 Indemnification** - The Union will indemnify and hold the County harmless against any
20 claims made and against any suit instituted against the County on account of any check-off of dues
21 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
22 of the check-off provision upon presentation of proper evidence thereof.

23 **2.5 Employee List** - Pursuant to MLA Article 20 and the following: The County will
24 transmit to the Union, upon request, a current listing of all employees in the bargaining unit. Such
25 list shall indicate the name of the employee, position, job classification, department and/or unit.

26 **ARTICLE 3: RIGHTS OF MANAGEMENT AND WAIVER CLAUSE**

27 **3.1 Rights of Management** - The management of the County and the direction of the work
28 force is vested exclusively in the County, except as may be limited by the express written terms of

1 this Agreement. All matters, including but not limited to, the right to hire, appoint, promote,
2 discipline and discharge regular employees for cause, improve efficiency, train, assign and direct the
3 work force, develop and modify classification specifications, allocate positions to those
4 classifications, determine work schedules, determine location of facilities, contracting out of work,
5 and determine methods, processes and means for providing services, may be administered for its
6 duration by the County in accordance with such policy or procedures as from time to time may be
7 determined. The County agrees not to contract out work historically performed by members of the
8 bargaining unit if the contracting of such work eliminates or reduces the normal workload of the
9 bargaining unit. If in order to secure funding for a specific project the County is required to contract
10 all or part of the work to be performed due to limitations imposed by the funding agreement, said
11 contracting shall not be considered a violation of this Article as long as it does not eliminate or
12 reduce the normal workload of the bargaining unit. The County agrees to provide the Union, upon
13 request, with documentation to support any contracting of work under the terms of this section.

14 **3.2 Waiver Clause** - The parties acknowledge that each has had the unlimited right within
15 the law and the opportunity to make demands and proposals with respect to any matter deemed a
16 proper subject for collective bargaining. The results of this exercise of that right and opportunity are
17 set forth in this Agreement. Therefore, unless otherwise mutually agreed, the County and the Union,
18 for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain
19 with respect to any subject or matter not specifically referred to or covered in this Agreement.

20 **ARTICLE 4: HOLIDAYS**

21 Pursuant to MLA Article 10.

22 **ARTICLE 5: VACATIONS**

23 Pursuant to MLA Articles 9, 35 and the following.

24 **5.1 Scheduling** - The manager/designee shall be responsible for establishing a vacation
25 schedule in such a manner as to achieve the most efficient functioning of the division.

26 **5.2 Maximum Accrual** - Pursuant to MLA Articles 9 and 35.

27 **ARTICLE 6: SICK LEAVE**

28 Pursuant to MLA Articles, 3, 11, and 34 and the following:

1 **6.1 Seniority and Un-Paid Leave.** And employee who returns from unpaid family or
2 medical leave within the time provided in the MLA is entitled, subject to layoff provisions, to the
3 same seniority accrued before the date on which the leave commenced.

4 **6.2 Voluntary Employee Beneficiary Association Plan - Pursuant to MLA Article 25.**

5 **ARTICLE 7: PAID LEAVES**

6 **7.1 Donation of Leaves - Pursuant to MLA Article 6.**

7 **7.2 Leave - Organ Donors -** The manager/designee will allow an employee eligible for paid
8 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
9 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
10 paid leave provided;

11 **7.2.1 Notification -** The employee gives the manager/designee reasonable advance
12 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
13 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
14 result in serious illness, injury, pain or the eventual death of the identified recipient.

15 **7.2.2 Provider Certification -** The employee provides written proof from an
16 accredited medical institution, organization or individual as to the need for the employee to donate
17 bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure
18 where the participation of the donor is unique or critical to a successful outcome.

19 **7.2.3 Time off Subject to Agreement -** Time off from work for the purpose set out
20 above in excess of five (5) working days will be subject to the terms of this Agreement.

21 **7.3 Bereavement Leave - Pursuant to MLA Article 8.**

22 **7.4 Volunteer Service - Pursuant to MLA Article 4.**

23 **7.5 Jury Duty - Pursuant to MLA Article 5.**

24 **7.6 Internal Hiring Examinations.** An employee eligible for paid leave will be entitled to
25 necessary time off with pay for the purpose of participating in County qualifying or promotional
26 examinations. This will include time required to complete any required interviews.

27 **7.7 Military Leave - Pursuant to MLA Article 2.**

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

2 Pursuant to MLA Article 25.

3 **ARTICLE 9: WAGE RATES**

4 Pursuant to Total Compensation Agreement, MLA Article 29 and the following.

5 **9.1 Rates of Pay** - Wage rates shall be as listed in Addendum A. Wage rates for regular part-
6 time employees shall be prorated based upon the ratio of hours actually worked to the standard 40-
7 hour workweek.

8 **9.2 Step Movement/Merit** - Employees covered by this Agreement shall be subject to the
9 County's ten step plan (truncated) and merit system as provided under KCC 3.15.020, as amended.

10 **9.3 Professional Registration** – To encourage and support professional development and to
11 provide for the employment of qualified personnel in appropriate classifications, the County will
12 provide compensation for professional licenses and certifications according to the following formula:

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

18 Applicable designations or professional licenses: Washington State professional license in the
19 branches of Civil, Electrical, Hydraulic, Industrial, Mechanical, Metallurgical, Sanitary, Structural,
20 Architectural, Land Surveying, Geology or Illumination; a registered architect's license or a
21 professional designation of CPA, MAI, RM, SSA, CPM or SR/WA; International Conference of
22 Building Officials Certifications in Building Inspection, Landscape Architecture, Certified Floodplain
23 Manager, Mechanical, Plumbing, Combination Inspector, Fire and Plans Examiner, LEED
24 Certification and Living Future Certification.

25 **ARTICLE 10: HOURS OF WORK**

26 **10.1 Schedules** - The establishment of work schedules is vested solely within the purview of
27 the County and may be changed from time to time. It is the policy of the County to actively promote
28 alternative and flexible work schedules.

1 **10.2 FLSA** - Employees covered by this bargaining unit are employed in a bona fide
2 executive, administrative or professional capacity and are in turn exempt from overtime payments
3 under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered under the
4 King County Executive Leave Pay and Leave Practices for Executive Administration and
5 Professional Employees policy (Executive Policy PER 8-1-2) and modifications thereto, and are
6 expected to work the hours necessary to satisfactorily perform their jobs.

7 **10.2.1** Regular employees will receive at least five (5) days of Executive Leave
8 during the calendar year provided the employee is in an eligible position on January 1. Employees
9 may receive up to an additional five (5) days at the discretion of the Director or designee.

10 **ARTICLE 11: CONFLICT RESOLUTION**

11 Pursuant to MLA Article 26 and the following.

12 **11.1 Unfair Labor Practice (ULP) Filing Timeline** - The parties agree that thirty (30) days
13 prior to filing a ULP complaint with the PERC, the complaining party will notify the other party, in
14 writing, meet, and make a good faith attempt to resolve the issue unless the deadline for filing with
15 PERC would otherwise pass.

16 **ARTICLE 12: REDUCTION IN FORCE**

17 **12.1 Order of layoff** - In the event of a reduction in force due to lack of work, lack of funds
18 or considerations of efficiency, layoffs shall be by position. The positions to be laid-off shall be at
19 the sole discretion of management. In lieu of laying off a regular employee, the Director of the HRD
20 may reassign such employee to a comparable, vacant position, when the Director of HRD determines
21 such reassignment to be in the best interest of the County.

22 **12.1.1** The County will attempt to place a regular employee subject to layoff in
23 accordance with the County's Workforce Management Program, as amended.

24 **12.2 Recall** - A regular employee who is laid off will have recall rights to his/her previous
25 position for two years from the date of layoff. An employee retains his/her recall rights even if
26 he/she accepts another position with the County. An employee who is laid off shall forfeit his/her
27 recall rights if he/she refuses a recall.

28 **12.2.1 Notice of Recall** - An employee will have ten (10) days from the date the

1 notice of recall is sent by certified mail in which to notify the County of whether he/she will accept
2 the position. The County will consider the employee's failure to notify the County within ten (10)
3 days as a refusal; however, if the County determines that there are warranting circumstances, it may
4 accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility
5 to keep the County informed of his/her current address.

6 **12.2.2 Reinstatement** - An employee recalled within two (2) years from the time of
7 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of
8 layoff, and vacation leave accrual rate restored.

9 **ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION**

10 Pursuant to MLA Article 37.

11 **ARTICLE 14: UNION REPRESENTATION AND EMPLOYEE RIGHTS**

12 **14.1 Union Representation**

13 **14.1.1** Authorized representatives of the Union may, after notifying the County
14 official in charge, visit the work location of employees covered by this Agreement at any reasonable
15 time for the purpose of member representation.

16 **14.1.2** The Executive Director and/or Union Representative shall have the right to
17 appoint stewards. The Union shall provide the County with the names of stewards so appointed. The
18 steward will be allowed reasonable time during working hours to see that the provisions of the
19 Agreements are observed.

20 **14.1.3** Written policies, rules, or directives affecting the terms and conditions of this
21 Agreement shall be provided to the Union upon request.

22 **14.2 Employee Rights** – Pursuant to MLA Article 27 and the following:

23 **14.2.1** Members of the bargaining unit are entitled to meal compensation pursuant to
24 King County Code 3.24.080.

25 **ARTICLE 15: MISCELLANEOUS**

26 **15.1 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state
27 and county regulations and ordinances with regard to the drug free workplace.

28 **15.2 Training** – Pursuant to MLA Article 12.

1 **15.3 Equal Employment Opportunity** - The County or the Union shall not unlawfully
2 discriminate in employment on the basis of race, color, religion, national origin, age, creed, marital
3 status, sex, sexual orientation or on the presence of a sensory, mental or physical disability.

4 **15.4 Bulletin Boards** - Pursuant to MLA Article 23.

5 **15.5. Employee Safety During Work Stoppages** - No member of this bargaining unit shall
6 be required to cross a legal picket line sanctioned by the King County Labor Council (this section
7 does not apply to informational pickets). This section shall not apply in situations that pose an
8 imminent threat to structures or human health and/or safety. An employee encountering a picket line
9 during the course of her/his duties shall contact her/his supervisor for work instructions.

10 **ARTICLE 16: GENERAL PROVISIONS**

11 **16.1 Savings Clause** – Pursuant to MLA Article 30 and the following:

12 **16.1.1** The County and the Union and the employees covered by this Agreement are
13 governed by applicable county ordinances, and said ordinances are paramount except where they
14 conflict with a provision of this Agreement.

15 **16.2 Work Stoppages and Employer Protection** - The County and the Union agree that the
16 public interest requires efficient and uninterrupted performance of all county services and to this end
17 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
18 Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to
19 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
20 interference with county functions by employees under this Agreement, and should same occur, the
21 Union agrees to take appropriate steps to end such interference. Any concerted action by any
22 employees in the Union shall be deemed a work stoppage if any of the above activities have occurred.

23 **16.2.1** Any employee participation in such work stoppage or in other ways
24 committing an act prohibited in this Article shall be considered absent without authorized leave and
25 shall be considered to have resigned.

1 **ARTICLE 17: DURATION**

2 Pursuant to MLA Article 31 and the following.

3 17.1 Contract negotiations for the succeeding contract may be initiated by either party
4 providing to the other written notice of its intention to do so prior to December 31, 2020.

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7 **APPROVED** this _____ day of _____, 2018.

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10 By: _____

11 **King County Executive**

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26 **Jeremy Ferguson, Roads Maintenance Manager**
27 **Member, Negotiating Team**
28 **Professional and Technical Employees, Local 17**

13 FEB 2018
Date

**Addendum A
Professional and Technical Employees, Local 17
Section Managers - DNRP, DPER, DOT**

Job Class Code	Peoplesoft Job Code	Classification Title	Department	Range*
1142100	114303	Administrative Services Manager	DNRP (SWD)	75
1072100	107101	Engineering Services Manager - Solid Waste	DNRP	77
1134100	113701	Engineering Services Section Manager	DOT	77
1134800	113850	Field Operations Manager - Roads	DOT	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	DOT	74
7112500	711502	Managing Engineer	DOT, DRNP, DPER	74
1300100	130002	Operations Manager	DOT	75
5330100	552101	Permitting Product Line Manager	DPER	72
1072200	107201	Recycling & Environmental Services Manager	DNRP	75
1074600	108101	River and Water Resources Manager	DNRP	75
1134200	113801	Roads Maintenance Manager	DOT	77
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	DOT	77
1136100	114101	Transportation Systems Planning Manager	DOT	75

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

1134700	113901	Roads Maintenance Manager and Traffic Engineering Manager - Assistant	DOT	74
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