

1 6/18/93
2 CO:ra
3 l.ord

Introduced by: Gruger

Proposed No.: 93-480

4 ORDINANCE NO. **10958**

5 AN ORDINANCE authorizing the Executive to enter
6 an intergovernmental agreement with the Municipality
7 of Metropolitan Seattle (Metro) to facilitate the movement
8 between Metro and King County of employees facing
9 layoff in 1993.

10 PREAMBLE:

11 King County Charter Amendment No. 1 (Ordinance No. 10530) and
12 King County Proposition No. 1 (Ordinance No. 10531), approved by
13 the voters at the November 1992 general election, provide for the
14 assumption of the rights, powers, functions and obligations of Metro
15 by the County ("consolidation").

16 Uncertainty about both the local economy and consolidation is
17 causing anxiety and concern about job security among some Metro
18 and King County employees.

19 Officials from both Metro and the county have directed that
20 appropriate measures be taken to minimize the possibility that
21 employees in good standing in either government lose employment as
22 a result of a reduction in the size of the work force or work redesign
23 during the consolidation process.

24 The King County council passed, and the executive concurred in
25 Motion No. 8977 directing the county executive staff to determine the
26 feasibility of, and if feasible, present to the county council by June 1,
27 1993 a proposed agreement between Metro and the county to
28 facilitate the movement of employees in good standing between the
29 two governments in 1993, with the primary purpose of attempting to
30 place into available positions, qualified employees who might
31 otherwise lose employment as a result of reduction in the size of the
32 work force of agencies of the consolidated Metropolitan King County
33 government.

34 Metro and the county have determined that it is feasible to facilitate
35 the movement of employees who might otherwise lose employment
36 as a result of reduction in the size of the work force of agencies of
37 the consolidated Metropolitan King County government between the
38 two governments in 1993.

39 A joint committee of Metro and King County management and staff
40 have developed recommendations for joint implementation of the
41 terms and conditions for employee movement between the two
42 agencies.

43 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

44 SECTION 1. The county executive is hereby authorized to sign the attached
45 intergovernmental agreement in substantially the same form as indicated in
46 Attachment A. This agreement permits those eligible Metro employees who have
47 been placed in available county positions in accordance with the terms of this

1 agreement to carry-over accrued vacation and sick leave balances and thereafter
2 accrue vacation in a manner which is currently inconsistent with county personnel
3 ordinances. To the extent that differences exist between the treatment of those
4 issues by this agreement and King County Code 3.12.090 and 3.12.220, the
5 provisions of this agreement shall control those employees who have been placed
6 in available positions pursuant to the terms of this agreement.

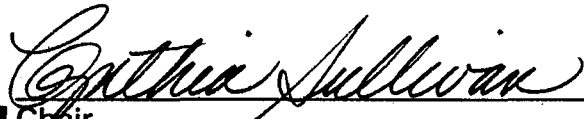
7 SECTION 2. The executive or designee is requested to make periodic
8 reports through the remainder of the year to the council on the implementation of
9 this agreement including the number of employees that have been referred to and
10 placed in the two agencies.

11 INTRODUCED AND READ for the first time this 21st day of

12 June, 1993.

13 PASSED this 19th day of July, 1993.


14 KING COUNTY COUNCIL
15 KING COUNTY, WASHINGTON

16 
17 **VIC Chair**

18 ATTEST:

19 
20 Clerk of the Council

21 APPROVED this 30th day of July, 1993

22 
23 King County Executive

24 Attachments: A Intergovernmental Agreement

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4 issues by this agreement and King County Code 3.12.090 and 3.12.220, the
5 provisions of this agreement shall control those employees who have been placed
6 in available positions pursuant to the terms of this agreement.

7 SECTION 2. The executive or designee is requested to make periodic
8 reports through the remainder of the year to the council on the implementation of
9 this agreement including the number of employees that have been referred to and
10 placed in the two agencies.

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12 June, 1993.

13 PASSED this 19th day of July, 1993.


14 KING COUNTY COUNCIL
15 KING COUNTY, WASHINGTON

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17 Vice Chair

18 ATTEST:

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20 Clerk of the Council

21 APPROVED this 30th day of July, 1993

22 
23 King County Executive

24 Attachments: A Intergovernmental Agreement

Revised: 7/29/93

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this ____ day of July, 1993, by and between King County ("County") and the Municipality of Metropolitan Seattle ("Metro").

WHEREAS, King County Charter Amendment No. 1 (Ordinance No. 10530) and King County Proposition No. 1 (Ordinance No. 10531), approved by the voters at the November 1992 general election, provide for the assumption of the rights, powers, functions and obligations of Metro by the County effective January 1, 1994 ("consolidation"); and

WHEREAS, uncertainty about both the local economy and consolidation is causing anxiety and concern about job security among some Metro and County employees; and

WHEREAS, officials from both Metro and the County have directed that appropriate measures be taken to minimize the possibility that employees in good standing in either government could loss employment as a result of a reduction in the size of the work force or work redesign during the consolidation process; and

WHEREAS, the King County Council passed, and the Executive concurred in Motion No. 8977 requesting County Executive staff to determine the feasibility of moving employees in good standing between the two governments in 1993 and further requesting that County Executive staff present to the County Council by June 1, 1993 a proposed agreement between Metro and the County to facilitate the movement of employees in good standing between the two governments in 1993, with the primary purpose of attempting to place into available positions, qualified employees who might otherwise lose employment as a result of reduction in the size of the work force of agencies of the consolidated Metropolitan King County government; and

WHEREAS, Metro and the County have determined that it is feasible to facilitate the movement of qualified employees who might otherwise lose employment as a result of reduction in the size of work force of agencies of the consolidated Metropolitan King County Government between the two governments in 1993;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

I. GENERAL PROVISIONS

A. Applicable Metro and County personnel policies, procedures, rules, and collective bargaining agreements shall govern and control the order and basis upon which any layoffs are made by either government in 1993. Except as expressly provided for herein, this agreement is not intended to alter in any way the regular layoff procedures of either Metro or the County.

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B. In order for an employee of Metro to be considered for employment with the County under the terms of this agreement, or for an employee of the County to be considered for employment with Metro under the terms of this agreement, any such employee must be "identified for layoff" by such employee's government employer sometime after April 23, 1993 and prior to December 31, 1993. For the purposes of this agreement, an employee will be deemed to be "identified for layoff" when such employee receives written notification after April 23, 1993 and prior to December 31, 1993 from either Metro or the County that such employee's position will be eliminated by a date certain due to economic constraints, work redesign, or consolidation efficiencies.

C. In order for an employee of Metro to be eligible for employment with the County pursuant to the terms of this agreement or for an employee of the County to be eligible for employment with Metro pursuant to the terms of this agreement, an employee of either government must: (1) have been identified for layoff as defined in paragraph I(B) above; and (2) be an employee in "good standing" at the time the employee is identified for layoff and when such layoff or placement pursuant to the terms of this agreement is effective. For the purposes of this agreement, an employee is in "good standing" if such employee at all times relevant hereunder: (1) is not serving disciplinary or performance probation (other than such employee's initial probationary period); and (2) has not rejected an employment offer from such employee's government employer for a position which is reasonably comparable to the position previously held by the employee. Temporary employees shall not be eligible for employment with either Metro or the County pursuant to the terms of this agreement.

D. After all internal procedures for placement of employees who have been identified for layoff have been exhausted by either Metro or the County, as applicable, an employee, who has been identified for layoff as defined in paragraph I(B) above and who is eligible to be considered for employment by either Metro or the County as provided for in paragraph I(C) above, shall be deemed "eligible" for placement by either Metro or the County.

E. This agreement shall be in full force and effect from the date of execution by both parties through December 31, 1993.

F. Except as expressly provided for herein, this agreement is for the benefit of the parties hereto and does not create any rights or benefits for third parties.

G. The terms of this agreement shall not apply to any represented employee unless the exclusive bargaining representative of such employee agrees to the terms of this agreement with respect to the subject matter contained herein.

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II. CONSIDERATION BY COUNTY OF ELIGIBLE EMPLOYEES

A. The County, pursuant to King County Career Service Guidelines, shall supplement existing career service employment lists with eligible Metro employees who have qualified for placement on such lists by having satisfied substantially similar qualifications, tests and standards as applicable when such employment list was initially established.

B. The County, whenever appropriate, shall consider for appointment to provisional appointments eligible Metro employees who meet the qualifications for the applicable job classification.

C. The County, whenever appropriate, shall consider eligible Metro employees for appointment to available positions which are exempt from the career service.

III. CONSIDERATION BY METRO OF ELIGIBLE EMPLOYEES

A. Metro shall allow employees who satisfy the minimum qualifications for available positions to participate in the appropriate selection processes for such positions. Both County career service employees and employees who are exempt from the career service shall be considered for available Metro positions.

IV. PLACEMENT OF ELIGIBLE EMPLOYEES

A. The appointing authority, whether within Metro or the County, shall at all times retain the discretion to make final hiring decisions in all instances.

B. An eligible employee who is placed with either Metro or the County, as applicable, may be subject to new terms and conditions of employment, including but not limited to such employee's membership within a bargaining unit. Further, such employee's terms and conditions of employment shall thereafter be governed by the receiving government's personnel rules, policies, ordinances and/or resolutions, and the terms of a collective bargaining agreement, as applicable. If the receiving government's personnel rules, policies, ordinances and/or resolutions or the terms of an applicable collective bargaining agreement mandate that new employees serve a probationary period, such probationary period shall apply to an eligible employee who is placed into a position in accordance with the terms of this agreement.

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C. Upon placement of an eligible employee as provided for herein, the receiving government, in accordance with its own policies and procedures, shall have the sole authority to determine such employee's salary or hourly wage, as applicable; however, such salary or wage shall be within the range for the position classification.

D. In the event an eligible employee is placed into a position in accordance with the terms of this agreement, such employee's benefits shall be governed by the receiving government's personnel rules, policies, benefit plans and collective bargaining agreements, as applicable.

E. An eligible employee who has been placed into a position in accordance with the terms of this agreement shall receive medical, dental and vision benefits under the receiving government's benefits plans on the first day of the calendar month following or coinciding with the first day of employment, provided that for Metro, such coverage is permitted under applicable group contracts providing for employee benefits.

F. An eligible employee who has been placed into a position in accordance with the terms of this agreement shall be entitled to carry over his or her accrued vacation and sick leave balances to the employee's new position. The use, future accrual, and cash out, if any, of such vacation and sick leave shall be administered in accordance with the receiving government's personnel policies and rules, or the terms of collective bargaining agreements, as applicable. The receiving government shall fund all costs associated with the employee's use of such vacation and sick leave. At no time shall compensatory time be carried over to an employee's new position.

G. An eligible employee who has been placed into a position in accordance with the terms of this agreement shall maintain his or her longevity for the sole purpose of accruing vacation leave in such employee's new position. Longevity for the purposes of maintaining and/or accruing retirement benefits pursuant to the Public Employees' Retirement Act shall be governed by state law. Except as provided for herein, an eligible employee who has been placed into a position in accordance with this agreement shall be considered a new employee for all other purposes, including seniority.


H. Paragraphs IV(F) and (G) above permit those eligible employees who have been placed into available County positions in accordance with the terms of this agreement to carry over accrued vacation and sick leave balances and thereafter accrue vacation in a manner which is inconsistent with County personnel ordinances. To the extent that differences exist between the treatment by this agreement and King County Code Sections 3.12.190 and 3.12.220, the provisions of this agreement shall amend KCC 3.12.190 and KCC 3.12.220 for those employees who have been placed in available positions pursuant to the terms of this agreement.

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I. Paragraphs IV(F) and (G) above permit those employees who have been placed into available Metro positions in accordance with the terms of this agreement to carry over accrued vacation and sick leave balances and thereafter accrue vacation in a manner which is inconsistent with Metro personnel practices. To the extent that differences exist between the treatment by this agreement and Metro personnel practices of vacation and sick leave balance carryover and subsequent accrual of vacation, the provisions of this agreement shall supersede Metro personnel practices for those employees placed in available positions pursuant to the terms of this agreement.

KING COUNTY

METRO

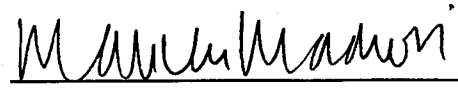
By: 
Tim Hill, King County Executive

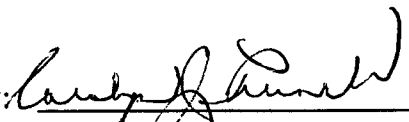
By: 

Approved as to form:

Approved as to form:

Norm Maleng
King County Prosecuting Attorney

By: 
Maureen Madion
Deputy Prosecuting Attorney
Attorney for King County

By: 
Carolyn Purnell
Chief Counsel

lrm:agrmt