

May 17, 1994
065:ord94

Introduced by BRIAN DERDOWSKI

Proposed No. 94 - 322

ORDINANCE NO. 11375

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and IFPTE, Local 17, Supervisors, representing employees in the Departments of Public Works and Construction and Facilities Management; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the International Federation of Professional and Technical Engineers, Local 17, Supervisors, representing employees in the departments of public works and construction and facilities management and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1994, through and including December 31, 1996.

INTRODUCED AND READ for the first time this 31st day of May, 1994.

PASSED this 20th day of June, 1994.

Passed by a vote of 13-0.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Small A. Peterson
Clerk of the Council

APPROVED this 28th day of June, 1994

Guy Lode
King County Executive

Attachment:
Collective Bargaining Agreement

**AGREEMENT BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL UNION 17, SUPERVISORS
AND
KING COUNTY**

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ARTICLE 1: PURPOSE.....	1
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP	2
ARTICLE 3: RIGHTS OF MANAGEMENT.....	4
ARTICLE 4: HOLIDAYS	5
ARTICLE 5: VACATIONS.....	6
ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE.....	8
ARTICLE 7: WAGE RATES.....	10
ARTICLE 8: HOURS OF WORK	12
ARTICLE 9: MEDICAL, DENTAL & LIFE INSURANCE.....	14
ARTICLE 10: VEHICLES	15
ARTICLE 11: TRAINING	17
ARTICLE 12: DRUG FREE WORKPLACE	18
ARTICLE 13: CONFLICT RESOLUTION	19
ARTICLE 14: BULLETIN BOARDS	21
ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY	22
ARTICLE 16: SAVINGS CLAUSE	23
ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION	24
ARTICLE 18: WAIVER CLAUSE.....	25
ARTICLE 19: REDUCTION IN FORCE	26
ARTICLE 20: PROFESSIONAL REGISTRATION AND CERTIFICATION	27
ARTICLE 21: UNION REPRESENTATION.....	28
ARTICLE 22: EMPLOYEE RIGHTS.....	29
ARTICLE 23: WORK OUTSIDE OF CLASSIFICATION	30
ARTICLE 24: DURATION.....	31

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ARTICLE 3: RIGHTS OF MANAGEMENT

Section 1. The management of the County and the direction of the work force is vested exclusively in King County subject to the terms of this Agreement. All matters not specifically and expressly covered or referenced by the language of this Agreement, may be administered for its duration by the County in accordance with such policy or procedures as from time to time may be determined.

Section 2. The County will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which could violate any rights of the Union under this contract.

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2 **ARTICLE 4: HOLIDAYS**

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4 **Section 1.** All employees, except temporary employees, shall be granted the following
5 holidays with pay:

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New Year's Day	January 1st
Martin Luther King, Jr., Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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20 and any days designated by public proclamation of the Chief Executive of the State as a
21 legal holiday.

22 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the
23 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

24 **Section 2.** Personal holidays shall be administered through the vacation plan. One (1) day
25 shall be available for use on the first of October and one (1) day on the first of November of each
26 year. These days shall be used in the same manner as any vacation day earned.
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2 **ARTICLE 5: VACATIONS**

3 **Section 1.** Regular, full-time employees shall receive vacation benefits as indicated in
4 the following table:

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6 Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
9 Upon completion of one (1) year of service		10 days	
11 More than one (1), but less than three (3) years of continuous service	.833 days	10 days	22 days
13 Less than twelve (12) but more than three (3) years of continuous service	1.25 days	15 days	32 days
15 Twelve (12) years of continuous service and over	1.66 days	20 days	42 days

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21 For purposes of this Section, one (1) day of vacation pay shall be computed as 1/261 of
22 the employee's annual salary in effect at the time of vacation or upon termination.

23 **Section 2.** Employees with one or more continuous years of service shall accrue
24 vacation benefits monthly.

25 **Section 3.** No person shall be permitted to work for compensation for the County in
26 any capacity during the time when vacation benefits are being drawn.

27 **Section 4.** Upon termination for any reason, the employee will be paid for unused
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2 vacation credits up to the maximum allowable accumulated vacation, except: employees may
3 upon written approval from the department director, continue to accrue additional vacation
4 beyond the maximum specified herein if, as a result of cyclical workloads or work
5 assignments, accrued vacation will be lost. Employees shall forfeit the excess accrual. The
6 forfeiture for any given year will be reflected on the January 20th paycheck of the following
7 year.

8 **Section 5.** No employee shall earn vacation credit during a month when the employee
9 is absent without pay more than three working days, and an employee shall not be granted
10 vacation benefits if not previously accrued by the employee.

11 **Section 6.** In cases of separation by death, payment of unused vacation benefits shall
12 be made to the employee's estate, or in applicable cases, as provided by R.C.W. 49.48.
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2 **ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE**
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4 **Section 1.** Every regular, full-time employee shall accrue sick leave benefits at the
5 rate of one work day for each full month in County service.

6 **Section 2.** No employee shall earn sick leave credit during a month in which the
7 employee is absent without authorization or absent without pay more than three days.

8 **Section 3.** After six months of full-time service a regular employee may, at his/her
9 division manager's discretion, be permitted to use up to one-half of his/her accruing vacation
10 (5 days) as an essential extension of used sick leave. If an employee does not work a full 12
11 months, any vacation credit used for sick leave must be reimbursed to the County upon
12 termination.

13 **Section 4.** Sick leave shall accrue on a monthly basis starting with the first of the
14 month following the month the employee commenced employment. An employee is not
15 entitled to sick leave if not previously earned.

16 **Section 5.** There shall be no limit to the hours of sick leave benefits accrued by an
17 employee.

18 **Section 6.** Sick leave benefits are provided in order that the employee's wages may be
19 protected in cases where health is poor or medical attention is required. The County is
20 responsible for the proper administration of this benefit. In cases of suspected abuse of sick
21 leave usage a doctor's certificate may be required.

22 **Section 7.** Separation from King County employment, except by retirement or reason
23 of temporary lay off due to lack of work or funds, shall cancel all sick leave currently accrued
24 to the employee. Should the employee resign in good standing and return to the County within
25 two years, accrued sick leave shall be restored.

26 **Section 8.** Accrued sick leave may be used for absence due to temporary disability
27 caused or contributed by pregnancy.
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2 **Section 9.** Sick leave because of an employee's physical incapacity will not be
3 approved when the injury is directly traceable to simultaneous employment other than with
4 King County.

5 **Section 10.** King County will reimburse those employees who have at least five (5)
6 years of service and retire as a result of length of service or who terminate by death, twenty-
7 five percent (25%) of their unused, accumulated sick leave to a maximum of thirty (30) days.
8 All payments shall be made in cash, based on the employee's base rate, and there shall be no
9 deferred sick leave reimbursement.

10 **Section 11.** Whenever an employee is injured on the job and compelled to seek
11 immediate medical treatment, the employee will be compensated in full for the remaining part
12 of the day of injury without effect to his/her sick leave or vacation account. Thereafter, sick
13 leave pay shall be used to supplement industrial insurance benefits in an amount equal to the
14 difference between the compensation to which the person is entitled under the Industrial
15 Insurance Act and regular County pay, not to exceed the amount of the employee's accrued
16 sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted.

17 **Section 12. Family Care and Death.**

18 a) Regular, full-time employees shall be entitled to family leave and bereavement leave
19 in accordance with the Personnel Guidelines and County Ordinance.

20 **Section 13. Sick Leave Transfer.**

21 Sick leave may be transferred in accordance with personnel guidelines and King County
22 ordinance.

23 **Section 14. State and Federal Law.**

24 The County will comply with state and federal law regarding family leave.
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ARTICLE 7: WAGE RATES

Section 1. 1994 Wage Rates. Effective January 1, 1994, the base wage rates for employees in the bargaining unit shall be set forth in Addendum A, attached to this contract.

Section 2. 1995 Wage Rates. Effective on January 1, 1995, the base wage rates as set forth in the 1994 wage addendum shall be increased by 90% of the CPI-W All Cities Index (September 1993 - September 1994) with a maximum increase of six (6) percent but no less than two (2) percent.

Section 3. 1996 Wage Rates. Effective on January 1, 1996, the base wage rates as set forth in the 1995 wage addendum shall be increased by 90% of the CPI-W All Cities Index (September 1994 - September 1995) with a maximum increase of six (6) percent but no less than two (2) percent.

Section 4. Other Wages. Members of the bargaining unit on the payroll at the time this Agreement is fully consummated shall receive a one-time lump sum payment on the first available pay period after the complete consummation of this Agreement, or as soon thereafter as reasonably possible. This lump sum payment shall be the sum of (a) the amount the employee would have earned in 1993 if they had been paid on the adjusted salary schedule attached as Addendum A, minus the amount the employee was actually paid. For the purpose of step placement under Addendum A, all employees shall be placed at the step closest to but not lower than their current rate of pay, or for employees hired before January 1, 1993, the step the employee would have been on in 1993, if Addendum A would have gone into effect on October 1, 1990.

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2 **Section 5. Step movement.** New employees shall be hired at step 1, or above, of the
3 wage rate set forth in Addendum A and shall be on probation for their first six months of
4 service. At the conclusion of the six month probation period all employees shall be placed at
5 step 2 of the wage schedule. Employees shall receive an additional step for each year of
6 service completed under the new step plan (i.e. an employee shall move to step 4 one year
7 after moving to step 3).

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2 **ARTICLE 8: HOURS OF WORK**

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4 **Section 1.** The establishment of reasonable work schedules, starting times and lunch
5 periods is vested solely within the purview of department management and may be changed
6 from time to time.

7 **Section 2.** In the event of an emergency, the normal working hours of the employees
8 in the bargaining unit may be changed with eight (8) hours advance notice. The normal
9 emergency shift may be of twelve (12) hours duration.

10 **Section 3.** A modified work week may be implemented during the term of this
11 Agreement. Specific conditions of a modified work week shall be agreed to by the parties
12 prior to implementation.

13 **Section 4.** Employees covered by this bargaining unit are employed in a bona fide
14 executive, administrative or professional capacity and are in turn exempt from overtime
15 payments under the Federal Fair Labor Standards Act. Bargaining unit employees shall be
16 covered under the King County Executive Leave Pay and Leave Practices for Executive
17 Administration and Professional Employees policy (Executive Policy PER 8-1-1) and may be
18 expected to work more than forty (40) hours in a week without accruing overtime pay or any
19 other benefit.

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21 a) Pursuant to Executive Policy PER 8-1-1, employees of the unit who are absent for
22 part of a workday will not be required to charge such absences against accrued leave balances,
23 nor will the employees' pay be reduced unless the employer has chosen to pay the employees
24 on an hourly basis (under subsection b, below).

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2 b) If it is determined under Section 8.3.2 of the King County Executive Leave Pay and
3 Leave Practices for Executive Administration and Professional Employees policy (Executive
4 Policy PER 8-1-1) that it is in the best interest of the County to compensate bargaining unit
5 employees on an hourly basis, such employees shall be compensated on an hourly basis at the
6 rate of 1½ time hours worked in excess of 40 hours per week as required by the Fair Labor
7 Standards Act for non-exempt employees.

8 c) Employees of the unit who are not compensated on an hourly basis, may receive up
9 to 10 days of executive leave annually under the guidelines set forth in King County Executive
10 Leave Pay and Leave Practices for Executive Administration and Professional Employees
11 policy (Executive Policy PER 8-1-1).

12 d) Executive Leave may be used for any reason.
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2 **ARTICLE 9: MEDICAL, DENTAL & LIFE INSURANCE**

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4 **Section 1.** King County presently participates in group medical, dental and life
5 insurance programs. The County agrees to maintain the level of benefits as currently provided
6 by these plans and pay premiums as currently practiced, during the life of this Agreement
7 unless modified by the Labor/Management committee.

8 **Section 2.** The County agrees to continue the Labor-Management Insurance
9 Committee comprised of representatives from the County and its labor unions. The function of
10 the Committee shall be to review, study and make recommendations relative to existing
11 medical, dental and life insurance programs.

12 **Section 3.** The Union and County agree to incorporate changes to employee insurance
13 benefits which the County may implement as a result of the agreement of the Joint, Labor-
14 Management Insurance Committee referenced in Section 2 above.

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2 **ARTICLE 10: VEHICLES**

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4 **Section 1.** All employees who have been authorized to use their own transportation on
5 County business shall be reimbursed at the rate set by the County Council by ordinance.

6 **Section 2.** Employees whose assigned duties require the use of County vehicles during
7 most of the year may have their vehicles assigned throughout the year on a twenty-four (24)
8 hour basis. Provided, that if a County employee's assignment for a period of forty-five (45)
9 days or more does not require the use of a County vehicle on a twenty-four (24) hour basis, as
10 determined pursuant to Section #4 below, the County may require said employee to turn in the
11 vehicle to the County at the beginning of said period.

12 **Section 3.** All employees assigned a vehicle on a twenty-four (24) hour basis annually,
13 shall be permitted to park such vehicles at their residence overnight provided the vehicles will
14 not be parked overnight at a residence outside the County unless authorized in writing by their
15 Director.

16 **Section 4.** The Director of Public Works or designee shall determine those employees
17 whose duties will require assigned vehicles during most of the year based on the following
18 criteria:

19 **A Take-home vehicle assignment criteria:**

20 1. **Emergency Response:** Take-home vehicles may be assigned to County
21 employees who:

- 22 a) Have primary responsibility to respond to emergency situations which
23 require immediate response to protect life or property;
24 b) Cannot use alternative forms of transportation to respond to emergencies;
25 and,
26 c) Cannot pick up County-owned assigned vehicles at designated sites.

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Emergency response assignments should be supported by data demonstrating the actual number and nature of emergency responses in the prior year, and estimates of future emergency responses. In addition, there must be an explanation as to why an employee cannot use alternative forms of transportation to respond to the emergencies or pick up County-owned assigned vehicles at designated parking areas.

2. Economic Benefit to the County:

Take-home vehicles may be assigned if employee travel reimbursement costs are greater than the commuting costs associated with overnight vehicle usage. Lost productivity costs, the cost of the time it takes an employee to travel from a designated County parking facility to their work station, shall not be included in the calculation of economic benefit to the County. In addition, there must be an explanation as to why an employee cannot use alternative forms of transportation or pick up County-owned vehicles at designated parking areas.

Section 5. No employee within the bargaining unit shall be required, as a condition of employment to provide a personal automobile for use in County business.

Section 6. Assignment of County vehicles shall be at the discretion of management in accordance with the above stated criteria.

Section 7. The employee shall be notified of any change in vehicle assignment fourteen (14) days prior to the implementation.

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2 **ARTICLE 11: TRAINING**

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4 The County recognizes the mutual benefit to be attained by affording training
5 opportunities to employees and shall provide information and access to training opportunities
6 for its employees, within budgeted appropriations. The training opportunities shall be guided
7 by, but not limited to, the overall objectives of encouraging and motivating employees to
8 improve their personal capabilities in performance of specific tasks.

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ARTICLE 12: DRUG FREE WORK PLACE

The Union agrees to comply with all applicable Federal, State and County regulations and ordinances with regard to the drug free workplace.

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2 **ARTICLE 13: CONFLICT RESOLUTION**

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4 **Section 1.** The Union and the County recognize the importance of settling issues in a
5 fair and responsible manner at the lowest possible level of supervision and to use conflict
6 resolution methods whenever possible.

7 **Section 2.** There is no limit to the nature or number of issues which may be referred
8 by employees, the county, or the Union for Procedures A through C. The only requirements
9 are that the issue must be genuine and the parties involved must participate directly.

10 **Section 3.** The purpose of time limits within the Conflict Resolution Procedure is to
11 set general guidelines and to ensure that neither party to a dispute becomes frustrated by undue
12 delay. Time limits are flexible and may be waived; however, the party awaiting a response at
13 any step (short of the last step) may advance the issue to the next step once the time limits
14 have expired.

15 **Section 4.**

16 **A. Supervisor:** An issue will be addressed orally between the supervisor and the
17 employee involved within ten (10) workdays of the event or circumstance giving rise to the
18 issue. Neither the issue nor its resolution need be in writing.

19 Disputes resolved at this level shall be final and binding but shall not form precedent
20 for any future or other disputes arising under this Agreement or addressed by this Conflict
21 Resolution Procedure.

22 If not satisfactorily resolved within ten (10) workdays, the issue may be referred in a
23 jointly written statement by both parties to the Division Manager.

24 **B. Division Manager:** The Division Manager will have ten (10) workdays from
25 receipt of the issue to recommend a resolution. If the resolution of the Division Manager is
26 unacceptable, it may be referred to mediation/arbitration.

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C. Mediation/Arbitration: Mediation/Arbitration shall be the last step for Disputes. The Director of the King County Department of Human Resource Management and the Union shall select a third disinterested party to serve as their mediator/arbitrator. In the event they are unable to agree , then the mediator shall be selected from a list of eleven names furnished by the Federal Mediation and Conciliation Service. The mediation process will proceed with the parties making a good faith attempt to reconcile their differences. Issues will move to the arbitration phase only after the mediator and one of the two parties to the dispute declare impasse. In the event of impasse, the mediator/arbitrator will be asked to render a prompt decision which will be final and binding on the parties. A formal arbitration hearing will be held at the request of either party or if the mediator/arbitrator believes a hearing is necessary in order to render a decision.

Section 5. The mediator/arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision on the issue.

Section 6. No matter may be arbitrated which the County, by law, has no authority over or has no authority to change.

Section 7. There shall be no strikes, cessation of work or lockout during mediation or arbitration.

Section 8. Each party to an arbitration proceeding shall bear the full costs of its representatives and witnesses. The arbitrator's fees and expenses and any court reporter's fee and expenses agreed to by the Union and the County shall be borne equally by both parties.

Section 9. Selection of this conflict resolution procedure for the resolution of a dispute shall preclude the use of any other procedure in resolving the matter at issue.

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ARTICLE 14: BULLETIN BOARDS

The County agrees to permit the Union to post on County bulletin boards announcement of meetings, election of officers, and any other Union material, providing there is sufficient space, beyond what is required by the County for "normal" operations.

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ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, ancestry, marital status, sexual orientation, sensory, mental or physical handicap (SMPH) or sex, except as otherwise provided by law.

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2 **ARTICLE 16: SAVINGS CLAUSE**

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4 **Section 1.** Should any part hereof or any provision herein contained be rendered or
5 declared invalid by reason of any existing or subsequently enacted state or federal legislation
6 or by any decree of a court of competent jurisdiction, such invalidation of such part or portions
7 of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon
8 such invalidation, the parties agree to meet and negotiate such parts or provisions affected.

9 The remaining parts or provisions shall remain in full force and effect.

10 **Section 2.** The County and the Union and the employees covered by this Agreement
11 are governed by applicable County ordinances, and said ordinances are paramount except
12 where they conflict with a provision of this Agreement.

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ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. 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 signatory organization 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 bonafide, 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 in the Union shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Any employee participation in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without authorized leave and shall be considered to have resigned.

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2 **ARTICLE 18: WAIVER CLAUSE**

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

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2 **ARTICLE 19: REDUCTION IN FORCE**

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4 **Section 1. Order of layoff.** In the event of a reduction in force due to lack of work,
5 lack of funds or considerations of efficiency, layoffs shall be by position. The positions to be
6 laid-off shall be at the sole discretion of management. In lieu of laying off an employee, the
7 Director of the Department of Human Resources Management may reassign such employee to
8 a comparable, vacant position, when the Director of the Department of Human Resources
9 Management determines such reassignment to be in the best interest of the County.

10 **Section 2. Bumping.** Employees in the bargaining unit who are laid-off may bump into
11 other positions in the bargaining unit if they meet all of the following criteria:

12 1) The employee to be bumped has less bargaining unit seniority than the employee who
13 elects to bump,

14 2) The employee to be bumped is at a lower pay range than the employee who elects to
15 bump, and,

16 3) The employee electing to bump has previously performed the duties of the person
17 (including work unit and function) he/she is electing to bump,

18 **Section 3.** The County will attempt to place all employees scheduled for layoff into
19 vacant positions for which they qualify.

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2 **ARTICLE 20: PROFESSIONAL REGISTRATION AND CERTIFICATION**

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4 **Section 1. Introduction.** To encourage and support professional development and to
5 provide for the employment of qualified personnel in appropriate classifications, the employer
6 will provide compensation for professional licenses and certifications in accordance with this
7 article. Such compensation shall be paid to those employees who have obtained a professional
8 certification in a discipline directly applicable to their employment.

9 **Section 2. Certifications.**

10 a. Within the terms of this Agreement, certification includes, and is limited to certified,
11 Incinerator and Landfill Operators, sign and marking technicians, signal technicians, bridge
12 inspectors and heavy duty mechanic as deemed appropriate by King County.

13 b. During the term of this Agreement, additional certifications may be added by mutual
14 agreement of the parties to this contract.

15 c. All employees who have one or more valid certifications as described in Section
16 2(a) above in a discipline directly applicable to their employment, shall be paid an additional
17 fifty dollars (\$50) per month.

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2 **ARTICLE 21: UNION REPRESENTATION**

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4 **Section 1.** Authorized representatives of the Union may, after notifying the County
5 official in charge, visit the work location of employees covered by this Agreement at any
6 reasonable time for the purpose of investigating grievances.

7 **Section 2.** The Business Manager and/or Representative shall have the right to appoint
8 a steward at any location where members are employed under the terms of this Agreement.
9 The department shall be furnished with the names of stewards so appointed. The steward shall
10 see that the provisions of this Agreement are observed, and he/she shall be allowed reasonable
11 time to perform these duties during regular working hours.

12 **Section 3.** Union stewards or other County employees representing union interests
13 during contract negotiations are authorized to meet with County management during the
14 working hours without loss of pay, but shall not be eligible for overtime for such activities.
15 The Union will limit its representation to no more than one (1) County employee during
16 negotiations held on County time, except where through mutual agreement it is deemed to be
17 in the best interests of the parties to exceed such limit.

18 **Section 4.** Where allowable, the County shall make available to the Union any
19 meeting space, rooms, etc., for the purpose of conducting Union business, where such
20 activities would not interfere with the normal work of the department, provided however, the
21 Union may not hold mass meetings in such facilities.

22 **Section 5.** Written policies, rules, or directives affecting the terms and conditions of
23 this Agreement shall be provided to the Union upon request.
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2 **ARTICLE 22: EMPLOYEE RIGHTS**

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4 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary
5 action unless said activities are detrimental to the employee's work performance or, the
6 program of the agency.

7 **Section 2.** If at any level the County determines to bring disciplinary action against an
8 employee for any reason, the employee shall be apprised of his/her rights of appeal and
9 representation as provided for in the Grievance Procedure of this Agreement.

10 **Section 3.** The County may suspend, demote, or discharge an employee for just cause.
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ARTICLE 23: WORK OUTSIDE OF CLASSIFICATION

Section 1. It is understood by the parties that an employee may be assigned in writing by a higher classification to perform on a temporary basis, the preponderance of the duties of a higher classification.

Section 2. Employees performing at the higher classification shall be placed at the next highest wage step in the new classification as would constitute a minimum of 4.5% over the salary received prior to the assignment (but not to exceed the top rate of the higher classification), except as provided below.

Section 3. The County may assign an employee to work in a higher classification within the bargaining unit, for a period not to exceed five (5) working days and under such condition not be required to pay the rate of the higher classification. Such assignment shall not be made to circumvent the intent of Section 1 above.

Section 4. If the Department requires an employee to work out of class for more than forty-five (45) days the Union may request a meeting for the purpose of clarifying why the employee is still working out of class.

Section 5. Employees in a training capacity may be assigned work normally performed by a higher classification without being paid for work outside of their classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 1.

An employee assigned to a training position shall be under the supervision and guidance of his/her immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive working days.

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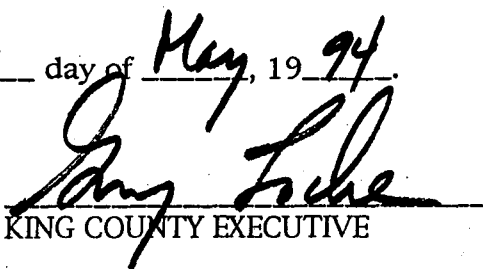
ARTICLE 24: DURATION

Section 1. This Agreement shall become effective January 1, 1994 and shall remain in effect through December 31, 1996.

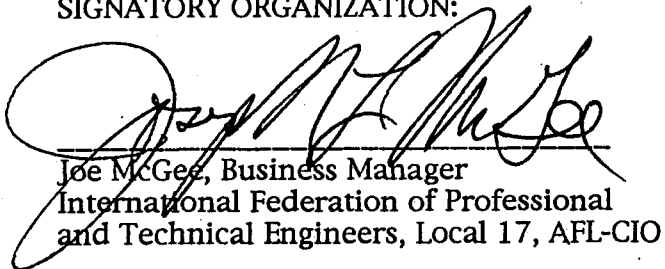
Section 2. Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty (30) days prior to August 1, 1996.

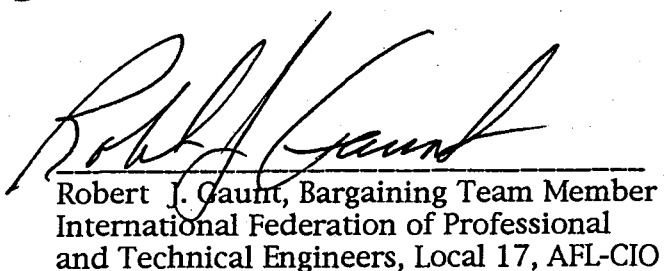
Section 3. In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless either party serves the other party with ten (10) days notice of intent to terminate the existing Agreement.

APPROVED this 20th day of May, 1994.


KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:


Joe McGee, Business Manager
International Federation of Professional
and Technical Engineers, Local 17, AFL-CIO


Robert J. Gaunt, Bargaining Team Member
International Federation of Professional
and Technical Engineers, Local 17, AFL-CIO

ADDENDUM A
Local Union 17, Supervisors 1994

Monthly Rates						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Supervisor III Formerly Solid Waste Operations Supervisor, Traffic Operations Supervisor, Equipment Supervisor, and Assistant Superintendents	\$4,318.63	\$4,530.49	\$4,746.49	\$4,965.44	\$5,195.53	\$5,437.27
Supervisor II Formerly, Hydraulics, Waste Water, Sign & Marking, Solid Waste & Public Works Division Supervisors, as well as, Construction Supervisor II, Motorpool Supervisor, and Airport Maintenance Manager	\$3,920.10	\$4,112.02	\$4,316.12	\$4,530.49	\$4,746.49	\$4,965.44
Supervisor I Former Assistant Public Works Supervisors who meet the definition of Supervisor, including Assistant Equipment Supervisors, and Assistant Solid Waste Supervisors	\$3,391.35	\$3,556.91	\$3,732.84	\$3,917.79	\$4,112.02	\$4,316.12
Assistant Public Works Supervisor Includes the former Assistant Airport Maintenance Manager	\$3,154.96	\$3,308.63	\$3,472.12	\$3,643.80	\$3,824.19	\$4,013.68
Supply Supervisor	\$3,006.87	\$3,153.10	\$3,308.63	\$3,472.12	\$3,643.80	\$3,824.19