April 22, 1997
jym

Introduced By:

Larry Phillips

Proposed No.:

97-0198

ORDINANCE NO. 12717

AN ORDINANCE making a supplemental appropriation of \$350,000 to the Surface Water Management Fund 121 to pay for contracted Lake Washington Studies in the Lake Washington and Sammamish watersheds; and amending Ordinance 12538, Section 73.

#### BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted an appropriation of \$350,000 to the Surface Water Management Fund 121 to pay for contracted Lake Washington studies.

SECTION 2. Ordinance 12538, Section 73, as amended, is hereby amended by adding and inserting the following:

SURFACE WATER MANAGEMENT - from the Surface Water Management Fund, there is hereby appropriated to:

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1	Surface Water Management \$350,000
2	INTRODUCED AND READ for the first time this3157 day of
3	March, 1997
. 4	PASSED by a vote of 12 to 0 this 215 day of april
5	19 <u><b>97</b></u> .
6 7	KING COUNTY COUNCIL KING COUNTY, WASHINGTON
8 9	Vice Chair Miller
10	ATTEST:
11 12 13	ACTION Clerk of the Council  APPROVED this day of
14 15	King County Executive
16.	Attachments:

March 31, 1997 066O0197.doc

BRIAN DERDOWSKI Introduced by

**GREG NICKELS** LARRY PHILLIPS LARRY GOSSETT

Proposed No.

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Labor Relations, OHRM

ORDINANCE NO

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and International Federation of Professional and Technical Engineers, Local 17, (Section Managers), representing employees in the departments of Natural Resources and Transportation; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

The Collective Bargaining Agreement negotiated between King County SECTION 1. and the International Federation of Professional and Technical Engineers, Local 17, (Section Managers), representing employees in the departments of Natural Resources and Transportation and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1997, through and including December 31, 1999.

INTRODUCED AND READ for the fir	st time this/ 4/ day of
april , 1997.	
PASSED by a vote of 12 to _	$\mathcal{D}$ this $28$ day of
april , 19 97	
	KING COUNTY COUNCIL

KING COUNTY, WASHINGTON

Chair

ATTEST:

ACTING Clerk of the Council

APPROVED this \_\_\_\_\_ day of //

King County Executive

Attachment:

cc:

Collective Bargaining Agreement

1	AGREEMENT BETWEEN		
	INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,		
2	LOCAL 17, MANAGERS		
3			
4	KING COUNTY		
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#### AGREEMENT BETWEEN

## INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, MANAGERS

#### AND

#### KING COUNTY

These Articles constitute an agreement between King County ("County") and the International Federation of Professional and Technical Engineers, Local 17 ("Union"). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council.

### **ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees and to set forth the wages, hours and other working conditions of such employees.

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

Section 1. The County recognizes the International Federation of Professional and Technical Engineers, Local 17, AFL-CIO, as the exclusive bargaining representative of all employees whose positions are listed in the attached Addendum "A".

Section 2. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee to the Union in lieu of membership, and those who are not members on the effective date of this Agreement, shall become and remain members in good standing in the Union or pay an agency fee to the Union in lieu of membership. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee in lieu of membership.

Section 3. An employee hired after the effective date of this Agreement who can support membership in a church or religious body that, through bona fide religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made.

Section 4. Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the County with thirty (30) days notification of the Union's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.

Section 6. The Union will indemnify and hold the County harmless against any claims made and against any suit instituted against the County on account of any provision herein. The Union agrees to refund to the County any amounts paid to it in error upon presentation of proper evidence thereof.

Section 5. Dues Deduction. Upon receipt of written authorization individually signed by a

bargaining unit employee, the County shall have deducted from the pay of such employee the amount

of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the

Section 7. The County will transmit to the Union, upon request, a current listing of all employees in the bargaining unit. Such list shall indicate the name of the employee, position status, job classification, department and/or unit.

### **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, 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, discharge 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 4: HOLIDAYS**

Section 1. Full-time regular and part-time regular employees, shall be granted the following holidays with pay:

HOLIDAYS	
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	

and any special or limited holidays as declared by the President of the United States or the Governor of the State of Washington, and as approved by the Metropolitan King County Council.

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

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

Section 3. Regular, part-time employees will receive regular pay prorated to reflect their normally scheduled work week.