

March 31, 1997
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BRIAN DERDOWSKI
Introduced by

GREG NICKELS
LARRY PHILLIPS
LARRY GOSSETT

Proposed No.

97-233

ORDINANCE NO.

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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:

SECTION 1. The Collective Bargaining Agreement negotiated between King County 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.

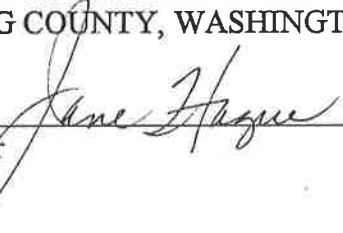
SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1997, through and including December 31, 1999.

INTRODUCED AND READ for the first time this 14th day of April, 1997.

PASSED by a vote of 12 to 0 this 28th day of April, 1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Chair



ATTEST:

Jane Masno
ACTING Clerk of the Council

APPROVED this 8 day of May, 1997.

Jane Masno
King County Executive

Attachment:
Collective Bargaining Agreement

cc: Labor Relations, OHRM

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

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ADDENDUM B

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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.

1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

21 **Section 4.** Failure by an employee to abide by the above provisions shall constitute cause for
22 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the
23 Union shall provide the employee and the County with thirty (30) days notification of the Union's
24 intent to initiate discharge action, and during this period the employee may make restitution in the
25 amount which is overdue.
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1 **Section 5. Dues Deduction.** Upon receipt of written authorization individually signed by a
2 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
3 of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the
4 Union.

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

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

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1 ARTICLE 3: RIGHTS OF MANAGEMENT

2 Section 1. The management of the County and the direction of the work force is vested
3 exclusively in King County, except as may be limited by the express written terms of this
4 Agreement. All matters, including but not limited to, the right to hire, appoint, promote, discharge
5 for cause, improve efficiency, train, assign and direct the work force, develop and modify
6 classification specifications, allocate positions to those classifications, determine work schedules,
7 determine location of facilities, contracting out of work, and determine methods, processes and
8 means for providing services, may be administered for its duration by the County in accordance with
9 such policy or procedures as from time to time may be determined.

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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.

1 **ARTICLE 5: VACATIONS**

2 **Section 1.** Full-time regular employees shall accrue vacation leave benefits as described in
3 the following table except in those instances expressly provided for in other sections of this Article:

Full Years of Service	Equivalent/Pro-Rated Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

24 **Section 2.** Part-time regular employees shall accrue vacation leave in accordance with the
25 leave schedule set forth in Section 1; provided, however, such accrual rates shall be prorated to
26 reflect their normally scheduled work week.

27 **Section 3.** Regular employees who were employed on or before December 1, 1995, and have
28 by that date completed at least three (3) but less than five (5) years of service, shall begin to accrue

1 at the fifteen (15) day equivalency rate effective January 1, 1996. Said employees who were
2 employed on or before December 31, 1995 and subsequent to that date complete three (3) full years
3 of service shall begin to accrue fifteen (15) days of vacation leave per year effective on this first day
4 of their fourth full year of service. Beginning on the first day of their sixth full year of service, all
5 such employees shall accrue vacation leave as set forth in Section 1.

6 **Section 4.** Regular employees shall accrue vacation leave from their date of hire.

7 **Section 5.** Regular employees shall not be eligible to take or be paid for vacation leave until
8 they have successfully completed their first six months of County service, and if they leave County
9 employment prior to successfully completing their first six (6) months of County service, shall forfeit
10 and not be paid for accrued vacation leave. Regular employees shall be paid for accrued vacation
11 leave to their date of separation up to the maximum accrual amount if they have successfully
12 completed their first six months of County service. Payment shall be the accrued vacation leave
13 multiplied by the employee's regular base rate of pay in effect upon the date of leaving County
14 employment less mandatory withholdings.

15 **Section 6.** The division manager shall be responsible for establishing a vacation schedule in
16 such a manner as to achieve the most efficient functioning of the division.

17 **Section 7.** Full-time regular employees may accrue up to sixty (60) days vacation. Part-time
18 regular employees may accrue vacation leave up to sixty (60) days prorated to reflect their normally
19 scheduled work week. Employees shall use vacation leave beyond the maximum accrual amount
20 prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual
21 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
22 division manager has approved a carryover of such vacation leave because of cyclical workloads,
23 work assignments or other reasons as may be in the best interests of the County.

24 **Section 8.** Employees shall not use or be paid for vacation leave until it has accrued and such
25 use or payment is consistent with the provisions of this Article.

26 **Section 9.** No employee shall work for compensation for the County in any capacity during
27 the time that the employee is on vacation leave.
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1 **Section 10.** In cases of separation from County employment by death of an employee with
2 accrued vacation leave and who has successfully completed his/her first six (6) months of County
3 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the
4 employee's estate, or, in applicable cases, as provided for by state law, RCW Title II.

5 **Section 11.** If an employee resigns from County employment or is laid off and subsequently
6 returns to County employment within two (2) years from such resignation or lay off, as applicable,
7 the employee's prior County service shall be counted in determining the vacation leave accrual rate
8 under Section 1.

9 **Section 12.**

10 **A.** A regular employee may donate a portion of his or her accrued vacation leave to a regular
11 employee, or such donation will occur upon written request to and approval of the donating and
12 receiving employee's division manager(s), except that requests for vacation donation made for the
13 purposes of supplementing the sick leave benefits of the receiving employee shall not be denied
14 unless approval would result in a departmental hardship for the receiving department.

15 **B.** The number of hours donated shall not exceed the donor's accrued vacation credit as of
16 the date of the request. No donation of vacation hours shall be permitted where it would cause the
17 employee receiving the transfer to exceed his or her maximum vacation accrual.

18 **C.** Donated vacation leave hours must be used within ninety calendar days following the date
19 of donation. Donated hours not used within ninety days or due to the death of the receiving
20 employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation
21 leave payoff provisions contained in this Article. For purposes of this Section, the first hours used by
22 an employee shall be accrued vacation leave hours.

23 **D.** All donations of vacation leave made under this section are strictly voluntary. Employees
24 are prohibited from soliciting, offering, or receiving monetary or any other compensation or benefits
25 in exchange for donating leave hours.

26 **E.** All vacation hours donated shall be converted to a dollar value based on the donor's
27 straight time hourly rate at the time of donation. Such dollar value will then be divided by the
28 receiving employee's hourly rate to determine the actual number of hours received. Unused

1 donated vacation shall be reconverted based on the donor's straight time hourly rate at the time of
2 reconversion.

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1 **ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE**

2 **Section 1.** Full-time regular employees and part-time regular employees shall accrue sick
3 leave benefits at the equivalent rate of one day per month (0.04616 for each hour in regular pay
4 status up to a maximum of eight hours per month); except that sick leave shall not begin to accrue
5 until the first of the month following the month in which the employee commenced employment.
6 Part-time regular employees shall accrue sick leave prorated to reflect their normally scheduled work
7 week. Employees are not entitled to sick leave if not previously earned.

8 **Section 2.** During the first six months of service, employees eligible to accrue vacation leave
9 may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension
10 of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave
11 must be reimbursed to the County upon termination.

12 **Section 3.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
13 employee.

14 **Section 4.** Division management is responsible for the proper administration of the sick
15 leave benefit. Verification of illness from a licensed practitioner may be required for any requested
16 sick leave absence.

17 **Section 5.** Separation from or termination of County employment except by reason of
18 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave
19 accrued to the employee as of the date of separation or termination. Should the employee resign or
20 be laid off and return to County employment within two years, accrued sick leave shall be restored.

21 **Section 6.** Beginning the first of the month following ratification of the Agreement,
22 employees eligible to accrue sick leave and who have successfully completed at least five years of
23 County service and who retire as a result of length of service or who terminate by reason of death
24 shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount
25 equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate
26 of pay in effect upon the date of leaving County employment less mandatory withholdings.

27 **Section 7.** Accrued sick leave may only be used for the following reasons:
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1 A. The employee's bona fide illness; provided, that an employee who suffers an
2 occupational illness may not simultaneously collect sick leave and worker's compensation payments
3 in a total amount greater than the net regular pay of the employee;

4 B. The employee's incapacitating injury, provided that:

5 1. An employee injured on the job may not simultaneously collect sick leave
6 and worker's compensation payments in a total amount greater than the net regular pay of the
7 employee;

8 C. Exposure to contagious diseases and resulting quarantine.

9 D. A female employee's temporary disability caused by or contributed to by
10 pregnancy and childbirth.

11 E. The employee's medical, ocular or dental appointments, provided that the
12 employee's division manager has approved the use of sick leave for such appointments.

13 F. To care for the employee's child or the child of an employee's domestic partner if
14 the following conditions are met:

15 1. The child is under the age of eighteen;

16 2. The employee is the natural parent, stepparent, adoptive parent, legal
17 guardian or other person having legal custody and control of the child;

18 3. The employee's child or the child of an employee's domestic partner has a
19 health condition requiring the employee's personal supervision during the hours of his/her absence
20 from work;

21 4. The employee actually attends to the child during the absence from work.

22 G. Employees shall be entitled to use sick leave in the maximum amount of three
23 days for each instance where such employee is required to care for immediate family members who
24 are seriously ill. There shall be no limit on the use of sick leave to care for children under "F" of this
25 section.

26 H. Up to one day of sick leave may be used by a male employee for the purpose of
27 being present at the birth of his child.

1 **Section 8.** An employee who has exhausted all of his/her sick leave may use accrued
2 vacation leave as sick leave before going on leave of absence without pay, if approved by his/her
3 division manager.

4 **Section 9.** Donation of sick leave hours.

5 **A.** Any regular employee may donate a portion of his or her accrued sick leave to a regular
6 employee upon written notice to the donating and receiving employee's division manager(s).

7 **B.** No donation shall be permitted unless the donating employee's sick leave accrual balance
8 immediately subsequent to the donation is one hundred hours or more. No employee may donate
9 more than twenty-five (25) hours of his or her accrued sick leave in a calendar year.

10 **C.** Donated sick leave hours must be used within ninety (90) calendar days. Donated hours
11 not used within ninety (90) days, or due to the death of the receiving employee, shall revert to the
12 donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in
13 this Article, and sick leave restoration provisions contained in this Article. For purposes of this
14 section, the first hours used by an employee shall be accrued sick leave hours.

15 **D.** All donations of sick leave are strictly voluntary. Employees are prohibited from
16 soliciting, offering or receiving monetary or any other compensation or benefits in exchange for
17 donating sick leave hours.

18 **E.** All sick leave hours donated shall be converted to a dollar value based on the donor's
19 straight time hourly rate at the time of donation. Such dollar value will then be divided by the
20 receiving employee's hourly rate to determine the actual number of hours received. Unused sick
21 leave shall be reconverted based on the donor's straight time hourly rate at the time of reconversion.

22 **Section 10.** Leave - Organ Donors.

23 **A.** The appointing authority shall allow all employees eligible for family leave, sick leave,
24 vacation leave or leave of absence without pay who are voluntarily participating as donors in life-
25 giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney
26 transplants, or blood transfusions to take five (5) days paid leave without having such leave charged
27 to family leave, sick leave, vacation leave or leave of absence without pay; provided that the
28 employee shall:

1 1. Give the division manager reasonable advance notice of the need to take time off
2 from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a
3 reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain
4 or the eventual death of the identified recipient.

5 2. Provide written proof from an accredited medical institution, organization or
6 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue
7 or to participate in any other medical procedure where the participation of the donor is unique or
8 critical to a successful outcome.

9 B. Time off from work for the purposes set out above in excess of five (5) working days
10 shall be subject to existing leave policies.

11 **Section 11. Bereavement Leave.**

12 A. Regular, full-time employees shall be entitled to three (3) working days of bereavement
13 leave a year, due to death of members of their immediate family.

14 B. Regular, full-time employees who have exhausted their bereavement leave, shall be
15 entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a
16 member of the employee's immediate family.

17 C. In cases of family care where no sick leave benefit exists, the employee may be granted
18 leave without pay.

19 D. In the application of any of the foregoing provisions, when a holiday or regular day off
20 falls within the prescribed period of absence, it shall not be charged against the employee's sick leave
21 account nor bereavement leave credit.

22 E. For the purposes of this Article, a member of the immediate family is as follows: spouse,
23 domestic partner, and the grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild
24 of the employee, or the employee's spouse or domestic partner.

1 ARTICLE 7: WAGE RATES

2 Section 1. 1997 Wage Rates. Effective on January 1, 1997, the base wage rates in
3 Addendum A shall reflect an increase of 2.7%.

4 Section 2. 1998 and 1999 Wage Rates. Effective on January 1 of each year of the
5 Agreement, the base wage rates as set forth in Addendum A of the preceding year shall be increased
6 by 90% of the CPI-W All Cities Index (September - September) with a maximum increase of six (6)
7 percent but no less than two (2) percent.

8 Section 3. Step Movement/Merit. Employees covered by this Agreement shall be subject
9 to the County's 10 step pay plan and merit system as provided under King County Code 3.15.020
10 and modifications thereto.

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1 **ARTICLE 8: HOURS OF WORK**

2 **Section 1.** The establishment of work schedules is vested solely within the purview of the
3 County and may be changed from time to time.

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

10 **Section 3.** For purposes of calculating leave only, any adjustments in the work week will
11 result in a corresponding change in the leave accruals. When an employee's work week is adjusted,
12 then his/her accrued vacation hours and sick leave hours will be adjusted accordingly.

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1 ARTICLE 9: MEDICAL, DENTAL & LIFE INSURANCE

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

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

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

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ARTICLE 10: DRUG FREE WORK PLACE

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

1 **ARTICLE 11: CONFLICT RESOLUTION**

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

5 **Section 2.** Grievance definition: An issue raised by an employee regarding the interpretation
6 and/or application of the express written terms of this Agreement. A grievance, to be timely, must be
7 presented in writing within ten (10) work-days of the occurrence of the event, and it must contain a
8 description of the event, the Articles allegedly violated, and the remedy sought.

9 **Section 3.**

10 **A. Division Manager:** The Manager shall have fifteen (15) work-days from the receipt of
11 the grievance to address the issue with the employee. The Manager shall respond to the grievance in
12 writing within fifteen (15) work-days following the meeting with the employee. If the grievance is
13 not resolved, it may be referred in writing within ten (10) work-days following the date of the
14 Manager's written response to the Director of the Office of Human Resources Management
15 (OHRM). If the grievance is not pursued to the Director of OHRM within the ten (10) work-days, it
16 shall be presumed resolved.

17 **B. Director OHRM:** The Director/designee will have thirty (30) work-days from receipt of
18 the grievance to address the issue with the employee. The Director/designee shall respond to the
19 grievance in writing within fifteen (15) work-days following the meeting with the employee. If the
20 grievance is not resolved, it may be referred in writing within ten (10) work-days following the date
21 of the Director's/designee's written response to mediation/arbitration. If the grievance is not pursued
22 to mediation/arbitration within ten (10) work-days, it will be presumed resolved.

1 **C. Mediation/Arbitration:** Mediation shall be the last step for grievances that are not
2 timely. The Director of OHRM/designee and the Union shall select a third disinterested party to
3 serve as the mediator/arbitrator. In the event they are unable to agree, then the mediator/arbitrator
4 shall be selected from a list of at least seven (7) names furnished by the Federal Mediation and
5 Conciliation Service or American Arbitration Association, whichever source is mutually acceptable.
6 The mediator/arbitrator shall be selected from the list by each party alternately striking a name from
7 the list until one name remains. The Union shall have the first strike from the list and the parties will
8 rotate the first strike for each grievance. The mediation process will proceed with the parties making
9 a good faith attempt to reconcile their differences. A mediated grievance, if timely, will move to the
10 arbitration phase only after the mediator and one of the two parties conclude that mediation is
11 unsuccessful. A formal arbitration hearing on timely grievances can be held at the written request of
12 either party without going through the mediation process under the timelines specified under Section
13 3. B, or within fourteen (14) days of concluding the mediation process if it is unsuccessful. The
14 mediator cannot serve as the arbitrator.

15 **Section 4.** The arbitrator shall have no power to change, alter, detract from, or add to the
16 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
17 this written Agreement in reaching a decision on the issue. The decision by the arbitrator shall be
18 binding by both parties.

19 **Section 5.** No matter may be arbitrated which the County, by law, has no authority over or
20 has no authority to change.

21 **Section 6.** There shall be no strikes, cessation of work or lockout during mediation or
22 arbitration.

23 **Section 7.** Each party to a mediation/arbitration proceeding shall bear the full costs of its
24 representatives and witnesses. The mediator's/arbitrator's fees and expenses and any court reporter's
25 fee and expenses agreed to by the Union and the County shall be borne equally by both parties.

26 **Section 8.** Selection of this conflict resolution procedure for the resolution of a grievance
27 shall preclude the use of any other procedure in resolving the matter at issue.
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Section 9. Time limits will be extended by written consent of the parties.

Section 10. The parties agree that thirty (30) days prior to filing a ULP complaint with 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.

1 ARTICLE 12: BULLETIN BOARDS

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

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ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate in employment on the basis of race, color, religion, national origin, age, creed, marital status, sex, sexual orientation or on the presence of a sensory, mental or physical disability.

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1 ARTICLE 14: SAVINGS CLAUSE

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

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

1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the signatory organization shall not
5 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement, and should same occur, the Union agrees to
8 take appropriate steps to end such interference. Any concerted action by any employees in the Union
9 shall be deemed a work stoppage if any of the above activities have occurred.

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

1 ARTICLE 16: WAIVER CLAUSE

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

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1 **ARTICLE 17: REDUCTION IN FORCE**

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

7 The County will attempt to place an employee scheduled for layoff into a vacant position for
8 which he/she qualifies in accordance with the County's Workforce Management Program, or
9 modifications thereto.

10 **Section 2. Recall.** An employee who is laid off will have recall rights to his/her previous
11 position for two years from the date of layoff. An employee retains his/her recall rights even if
12 he/she accepts another position with the County. An employee who is laid-off shall forfeit his/her
13 recall rights if he/she refuses a recall.

14 **Section 3. Notice of Recall.** An employee will have ten (10) days from the date the notice
15 of recall is sent by certified mail in which to notify the County of whether he/she will accept the
16 position. The County will consider the employee's failure to notify the County within ten (10) days
17 as a refusal. The County will, if it determines that there are warranting circumstances, accept a late
18 notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the
19 County informed of his/her current address.

20 **Section 4. Reinstatement.** An employee recalled within two (2) years from the time of
21 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of
22 layoff, and vacation leave accrual rate restored.

1 **ARTICLE 18: UNION REPRESENTATION**

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

5 **Section 2.** The Business Manager and/or Representative shall have the right to appoint a
6 steward. The department shall be furnished with the name of the steward so appointed. The steward
7 shall see that the provisions of this Agreement are observed, and he/she shall be allowed reasonable
8 time to perform these duties during regular working hours.

9 **Section 3.** Written policies, rules, or directives affecting the terms and conditions of this
10 Agreement shall be provided to the Union upon request.

1 **ARTICLE 19: WORK OUTSIDE-OF-CLASSIFICATION**

2 **Section 1.** It is understood by the parties that an employee may be assigned in writing to
3 perform the preponderance of the duties of a higher classification in the bargaining unit by the
4 division manager/designee.

5 **Section 2.** An employee assigned in writing by his/her division manager/designee to a higher
6 classification will be paid at the first step of the range assigned to the higher classification or at a step
7 that most closely approximates 5% above the employee's salary prior to the assignment, whichever is
8 higher.

9 **Section 3.** The County may assign an employee to a higher classification within the
10 bargaining unit for a period not to exceed five (5) working days and not be required to pay the higher
11 compensation provided under Section 2.

12 **Section 4.** If the employee is required to work out-of -class for more than sixty (60) days, the
13 Union may request a meeting for the sole purpose of clarifying why the employee is still working
14 out-of-class.

1 ARTICLE 20: TRAINING

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

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1 ARTICLE 21: EMPLOYEE RIGHTS

2 **Section 1.** The County may reprimand, suspend, demote, or discharge an employee for just
3 cause.

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

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1 ARTICLE 22: PROFESSIONAL REGISTRATION AND CERTIFICATION

2 To encourage and support professional development and to provide for the employment of
3 qualified personnel in appropriate classifications, the County will provide compensation for
4 professional licenses and certifications in accordance with Chapter 3.15.050 of the King County
5 Code, and modification thereto.

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1 ARTICLE 23: DURATION


2 Section 1. This Agreement shall become effective upon full and final ratification and
3 approval by all formal requisite means by the Metropolitan King County Council and shall be
4 effective January 1, 1997 and shall remain in effect through December 31, 1999.

5 Section 2. Contract negotiations for the succeeding contract may be initiated by either party
6 providing to the other written notice of its intention to do so, at least thirty (30) days prior to August
7 1, 1999.

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9 APPROVED this _____ day of _____, 19____.

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14 _____
15 for KING COUNTY EXECUTIVE
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18 SIGNATORY ORGANIZATION:

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22  _____ 28 FEB 97
23 International Federation of Professional _____ Date
24 and Technical Engineers, Local 17, AFL-CIO
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IFPTE, LOCAL 17X
1997 ADDENDUM "A"
SECTION MANAGERS

Union Code:
2.7% increase for 1997

EFFECTIVE DATE -- January 1, 1997

CLASS CODE	CLASS	DIVISION/SECTION	RANGE	STEP 1 Monthly	STEP 2 Monthly	STEP 3 Monthly	STEP 4 Monthly	STEP 5 Monthly	STEP 6 Monthly	STEP 7 Monthly	STEP 8 Monthly	STEP 9 Monthly	STEP 10 Monthly
2035	Civil Engineer V	Roads/Maint.	72	5238.36	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80	6279.90	6425.50	6574.84
2035	Civil Engineer V	Trans. Planning	72	5238.36	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80	6279.90	6425.50	6574.84
2035	Civil Engineer V	Roads/Traffic	72	5238.36	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80	6279.90	6425.50	6574.84
2035	Civil Engineer V	Surface Water	72	5238.36	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80	6279.90	6425.50	6574.84
2035	Civil Engineer V	Solid Waste	72	5238.36	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80	6279.90	6425.50	6574.84
768	Waste Reduction & Recycling Manager	Solid Waste	69	4888.94	5118.90	5235.52	5355.02	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80
769	River & Water Resource Section Manager	Surface Water Mgmt.	69	4888.94	5118.90	5235.52	5355.02	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80
820	Manager, Program Planning	Solid Waste	64	4331.16	4543.34	4654.78	4769.00	4885.96	5005.04	5118.90	5235.52	5355.02	5477.62
821	Manager, Fiscal Services	Solid Waste	67	4657.48	4885.96	5005.04	5118.90	5235.52	5355.02	5477.62	5603.16	5731.90	5863.86
2036	Managing Engineer	Roads/Engineering	69	4888.94	5118.90	5235.52	5355.02	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80
773	Assistant Operations Manager	Roads/Maint.	69	4888.94	5118.90	5235.52	5355.02	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80
822	Assistant Manager, Transportation System Planning	Trans. Planning	69	4888.94	5118.90	5235.52	5355.02	5477.62	5603.16	5731.90	5863.86	5999.14	6137.80

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1 ADDENDUM B: LUMP SUM PAYMENT

2 The County agrees to compensate members and past members of Local 17X the total amount
3 of \$108,000.00 in salary less mandatory withholdings upon ratification of the Labor Agreement. The
4 allocation of this amount will be communicated in writing by the Union.

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MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17, MANAGERS
AND KING COUNTY

Re: Implementation of Classification Project

Either party may request to reopen this AGREEMENT to negotiate the effects of implementing the Classification/Compensation Project.

For the UNION:

For the COUNTY:

Raymond A. Alston Jr.
Date 28 FEB 97

John S. Vukobratovic
Date 2/28/97

MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17, MANAGERS
AND KING COUNTY

Re: Family and Medical Leave

Either party may request to reopen this AGREEMENT to negotiate the effects of an ordinance for Family and Medical Leave if one is passed by the Metropolitan King County Council.

For the UNION:

For the COUNTY:

Wayman N. Alton Jr.
Date 28 FEB 97

Richard [Signature]
Date 2/28/97