

ORDINANCE NO. **12995**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement and three Memoranda of Understanding negotiated by and between King County and International Federation of Professional & Technical Engineers, Local 17 (F), Supervisors, representing employees in the Departments of Construction and Facilities Management, 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 & Technical Engineers, Local 17 (F), Supervisors, representing employees in the departments of construction and facilities management, natural resources and transportation and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. The Memoranda of Understanding negotiated between King County and the International Federation of Professional and Technical Engineers, Local 17 (F), Supervisors, representing employees in the Departments of Construction and Facilities Management, Natural Resources and Transportation and attached hereto are hereby approved and adopted by this reference and made a part hereof. These Memoranda of Understanding relate to:

- A. Reserving a reopening of the contract in the event of the county council passing a family and medical leave ordinance;
- B. Reserving a reopening of the contract in order to implement any changes necessitated by the classification compensation study effected by council motion 9168;
- C. Reserving a reopening of the contract in order to implement a bi-weekly payroll distribution in the event of the county council passing an ordinance authorizing such a payroll system.



1 AGREEMENT BETWEEN  
2 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL  
3 ENGINEERS, LOCAL UNION 17, SUPERVISORS  
4 AND  
5 KING COUNTY  
6

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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 job classifications 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 of the Union on the effective date of this Agreement, shall become and  
9 remain members in good standing or pay an agency fee to the Union in lieu of membership. It shall  
10 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 day following the  
12 beginning of such employment, become and remain members in good standing or pay an agency fee  
13 to the Union in lieu of membership.

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

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

25       **Section 5. Dues Deduction.** Upon receipt of written authorization individually signed by a  
26 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
27 of dues as certified by the secretary of the Union and shall transmit the same to its treasurer.

28       **Section 6.** The Union will indemnify and hold the County harmless against any claims made

1 and against any suit instituted against the County on account of any check-off of dues for the Union.  
2 The Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
3 provision upon presentation of proper evidence thereof.

4       **Section 7.** The County will transmit to the Union, upon request, a current listing of all  
5 employees in the bargaining units. Such list shall indicate the name of the employee, position status,  
6 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 for  
5 cause, improve efficiency, train, assign and direct the work force, develop and modify classification  
6 specifications, allocate positions to those classifications, determine work schedules, determine  
7 location of facilities, contracting out of work, and determine methods, processes and means for  
8 providing services shall remain the exclusive right of the County for the duration of this Agreement.

9           **Section 2. Waiver Clause.**

10           The parties acknowledge that each has had the unlimited right within the law and the  
11 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
12 collective bargaining. The results of this exercise of that right and opportunity are set forth in this  
13 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to  
14 waive the right to oblige the other party to bargain with respect to any subject or matter not  
15 specifically referred to or covered in this Agreement. However, if the parties agree to bargain during  
16 the term of this Agreement, amendments and modifications may be made by the director of  
17 OHRM/designee and the Union Representative.

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1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** Regular employees, shall be granted the following holidays with pay:

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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	

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

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

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

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**ARTICLE 5: VACATIONS**

**Section 1.** Regular employees shall accrue vacation leave benefits as described in 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	5	12
Upon beginning of Year 6	6	15
Upon beginning of Year 9	9	16
Upon beginning of Year 11	11	20
Upon beginning of Year 17	17	21
Upon beginning of Year 18	18	22
Upon beginning of Year 19	19	23
Upon beginning of Year 20	20	24
Upon beginning of Year 21	21	25
Upon beginning of Year 22	22	26
Upon beginning of Year 23	23	27
Upon beginning of Year 24	24	28
Upon beginning of Year 25	25	29
Upon beginning of Year 26 and beyond	26	30

**Section 2.** Regular employees who were employed on or before December 1, 1995, and have by that date completed at least three (3) but less than five (5) years of service, shall begin to accrue at the fifteen (15) day equivalency rate effective January 1, 1996. Said employees who were employed on or before December 31, 1995 and subsequent to that date complete three (3) full years of service shall begin to accrue fifteen (15) days of vacation leave per year effective on this first day of their fourth full year of service. Beginning on the first day of their sixth full year of service, all such

1 employees shall accrue vacation leave as set forth in Section 1.

2 **Section 3.** Regular employees shall accrue vacation leave from their date of hire.

3 **Section 4.** Regular employees shall not be eligible to take or be paid for vacation leave until  
4 they have successfully completed their first six (6) months of County service, and if they leave  
5 County employment prior to successfully completing their first six (6) months of County service,  
6 shall forfeit and not be paid for accrued vacation leave. Regular employees shall be paid for accrued  
7 vacation leave to their date of separation up to the maximum accrual amount if they have successfully  
8 completed their first six (6) months of County service. Payment shall be the accrued vacation leave  
9 multiplied by the employee's regular base rate of pay in effect upon the date of leaving County  
10 employment less mandatory withholdings.

11 **Section 5.** The division manager shall be responsible for establishing a vacation schedule in  
12 such a manner as to achieve the most efficient functioning of the division.

13 **Section 6.** Regular employees may accrue up to sixty (60) days vacation. Employees shall  
14 use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure  
15 to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation  
16 leave beyond the maximum amount unless the division manager has approved a carryover of such  
17 vacation leave because of cyclical workloads, work assignments or other reasons as may be in the  
18 best interests of the County.

19 **Section 7.** Employees shall not use or be paid for vacation leave until it has accrued and such  
20 use or payment is consistent with the provisions of this Article.

21 **Section 8.** No employee shall work for compensation for the County in any capacity during  
22 the time that the employee is on vacation leave.

23 **Section 9.** In cases of separation from County employment by death of an employee with  
24 accrued vacation leave and who has successfully completed his/her first six (6) months of County  
25 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the  
26 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

27 **Section 10.** If an employee resigns from County employment or is laid off and subsequently  
28 returns to County employment within two (2) years from such resignation or lay off, as applicable,

1 the employee's prior County service shall be counted in determining the vacation leave accrual rate  
2 under Section 1.

3 **Section 11.**

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

9 B. The amount of leave donated shall not exceed the donor's accrued vacation credit as of the  
10 date of the request. No donation of vacation leave shall be permitted where it would cause the  
11 employee receiving the transfer to exceed his or her maximum vacation accrual.

12 C. Donated vacation leave must be used within ninety (90) calendar days following the date  
13 of donation. Donated leave not used within ninety (90) days or due to the death of the receiving  
14 employee shall revert to the donor. Donated vacation leave shall be excluded from vacation leave  
15 payoff provisions contained in this Article. For purposes of this Section, the first leave used by an  
16 employee shall be accrued vacation leave.

17 D. All donations of vacation leave made under this section are strictly voluntary. Employees  
18 are prohibited from soliciting, offering, or receiving monetary or any other compensation or benefits  
19 in exchange for donating leave.

20 E. All vacation leave donated shall be converted to a dollar value based on a ratio of donated  
21 leave annual days of work multiplied by donor's annual salary at the time of donation. Such dollar  
22 value will then be divided by the receiving employee's hourly rate to determine the actual number of  
23 hours received. Unused donated vacation shall be reconverted at an inverse rate at the time of  
24 reversion.

1 ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE

2       **Section 1.** Regular employees shall accrue sick leave benefits at the equivalent rate of one (1)  
3 day per month; except that sick leave shall not begin to accrue until the first of the month following  
4 the month in which the employee commenced employment. Employees are not entitled to sick leave  
5 if not previously earned.

6       **Section 2.** During the first six (6) months of service, employees eligible to accrue vacation  
7 leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an  
8 extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used  
9 for sick leave must be reimbursed to the County upon termination.

10       **Section 3.** There shall be no limit to the amount of sick leave benefits accrued by an eligible  
11 employee.

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

15       **Section 5.** Separation from or termination of County employment except by reason of  
16 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave  
17 accrued to the employee as of the date of separation or termination. Should the employee resign or be  
18 laid off and return to County employment within two (2) years, accrued sick leave shall be restored.

19       **Section 6.** Beginning the first of the month following ratification of the Agreement,  
20 employees eligible to accrue sick leave and who have successfully completed at least five (5) years of  
21 County service and who retire as a result of length of service or whose employment relationship with  
22 the County terminated by reason of death shall be paid, or their estates paid or as provided for by  
23 RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated  
24 sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County  
25 employment less mandatory withholdings.

26       **Section 7.** Accrued sick leave may only be used for the following reasons:

27       A. The employee's bona fide illness; provided, that an employee who suffers an occupational  
28 illness may not simultaneously collect sick leave and worker's compensation payments in a total

1 amount greater than the net regular pay of the employee;

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

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

5 C. Exposure to contagious diseases and resulting quarantine.

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

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

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

12 1. The child is under the age of eighteen (18);

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

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

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

19 G. Employees shall be entitled to use sick leave in the maximum amount of three (3) days for  
20 each instance where such employee is required to care for immediate family members who are  
21 seriously ill. There shall be no limit on the use of sick leave to care for children under "F" of this  
22 Section.

23 H. Up to one (1) day of sick leave may be used by a male employee for the purpose of being  
24 present at the birth of his child.

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

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

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

4           B. No donation shall be permitted unless the donating employee's sick leave accrual balance  
5 immediately subsequent to the donation is one hundred (100) hours or more. No employee may  
6 donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar year.

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

12           D. All donations of sick leave are strictly voluntary. Employees are prohibited from  
13 soliciting, offering or receiving monetary or any other compensation or benefits in exchange for  
14 donating sick leave.

15           E. All sick leave donated shall be converted to a dollar value based on a ratio of donated  
16 leave to annual days of work multiplied by donor's annual salary at the time of donation. Such dollar  
17 value will then be divided by the receiving employee's hourly rate to determine the actual number of  
18 hours received. Unused sick leave shall be reconverted at an inverse rate at the time of reconversion.

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

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

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

1 or the eventual death of the identified recipient.

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

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

8           **Section 11. Bereavement Leave.**

9           A. Full-time regular employees shall be entitled to three (3) working days of bereavement  
10 leave a year, due to death of members of their immediate family.

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

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

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

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

1 ARTICLE 7: WAGE RATES AND PROBATION

2       **Section 1.** Effective January 1, of each year of the Agreement, the base wage rates for  
3 employees shall be increased by 90% of the CPI-W All Cities Index (September to September) with a  
4 maximum increase of six (6) percent but not less than two (2) percent.

5       **Section 2.** New employees shall be on probation for their first six (6) months of service. At  
6 the County's discretion, employees may have their probation period extended for up to six (6)  
7 additional months. At the successful conclusion of the probation period employees who were hired at  
8 step 1 shall be placed at step 2 of the wage schedule, and employees who were hired at step 2 or  
9 higher may be advanced to the next step, at the discretion of the County. Employees shall receive  
10 step increases for each year of service completed, following successful completion of the probation  
11 period, as provided herein, and as provided under the step plan (i.e., an employee shall move to step 4  
12 one (1) year after moving to step 3).

13       **Section 3: Probation.** An employee will not have to serve a probation if the employee  
14 moves into a position that is substantially similar to the employee's current position, or the employee  
15 has previously served a probation in the same kind of position. For example, an employee who  
16 previously completed a probation as a drainage supervisor would not have to serve a second  
17 probation as a drainage supervisor.



1 ARTICLE 8: HOURS OF WORK & MEAL REIMBURSEMENT

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.** In the event of a bona fide emergency which is declared by the President of the  
11 United States, Governor of the State of Washington, or King County Executive, an employee will  
12 receive the daily meal per diem for any day in which that employee is required to remain at work  
13 either four hours before or after that employee's customary time of work or is required to work in  
14 excess of eight hours on a day the employee was not scheduled to work.

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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1 ARTICLE 10: VEHICLES

2 Section 1. An employee who has been authorized to use his/her own transportation on  
3 County business shall be reimbursed at the rate set by the Metropolitan King County Council by  
4 ordinance.

5 Section 2. At the County's discretion, an employee may be assigned the use of a County  
6 vehicle when the employee is assigned to respond to emergency situations which require immediate  
7 response to protect life or property. The assignment must be in writing and approved by the director  
8 of the department.

9 Section 3. An employee assigned a vehicle may be permitted to park such vehicle at his/her  
10 residence overnight provided the vehicle will not be parked overnight at a residence outside the  
11 County unless authorized in writing by his/her director.

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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  
6 interpretation and/or application of the express written terms of this Agreement. A grievance, to be  
7 timely, must be presented in writing to the employee's supervisor within ten (10) workdays of the  
8 occurrence or the employee's knowledge of the event. The grievance must contain a description of  
9 the event, when the event took place and/or when the employee had knowledge of the event, the  
10 Articles allegedly violated, and the remedy sought. The Union may file a grievance on behalf of an  
11 individual(s) under the above described terms and conditions.

12       **Section 3.**

13       **A. Supervisor.** The supervisor shall have fifteen (15) workdays from the receipt of the  
14 grievance to address the issue with the employee. The supervisor shall respond to the grievance in  
15 writing within fifteen (15) workdays following the meeting with the employee. If the grievance is not  
16 resolved, it may be referred in writing within ten (10) workdays following the date of the supervisor's  
17 written response to the division manager. If the grievance is not pursued to the division manager  
18 within the ten (10) workdays, it shall be presumed resolved.

19       **B. Division Manager.** The division manager will have fifteen (15) workdays from receipt of  
20 the grievance to address the issue with the employee. The division manager shall respond to the  
21 grievance in writing within fifteen (15) workdays following the meeting with the employee. If the  
22 grievance is not resolved, it may be referred in writing within ten (10) workdays following the date of  
23 the division manager's written response to the director of OHRM/designee. If the grievance is not  
24 pursued to the director of OHRM within ten (10) workdays, it will be presumed resolved.

25       **C. Director OHRM.** The director/designee will have thirty (30) workdays from receipt of  
26 the grievance to address the issue with the employee. The director/designee shall respond to the  
27 grievance in writing within fifteen (15) workdays following the meeting with the employee. If the  
28 grievance is not resolved, it may be referred in writing within ten (10) workdays following the date of

1 the director's/designee's written response to mediation/arbitration. If the grievance is not pursued to  
2 mediation/arbitration within ten (10) workdays, it will be presumed resolved.

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

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

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.

28 **Section 9.** Time limits may be extended by written consent of the parties.

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**Section 10.** The parties agree that thirty (30) days prior to filing a ULP complaint with the Public Employment Relations Commission (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: 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 director of the Office  
5 of Human Resources Management (OHRM) may reassign such employee to a comparable, vacant  
6 position, when the director of OHRM determines such reassignment to be in the best interest of the  
7 County.

8       **Section 2. Vacant Positions.**

9       **A.** An employee subject to layoff can be placed in a vacant bargaining unit position in the  
10 same classification, if qualified. If placed, the employee cannot bump.

11       **B.** An employee subject to layoff may be offered a vacant bargaining unit position in a lower  
12 paid classification, if qualified. If the employee accepts the position, he/she cannot bump.

13       **Section 3. Bumping.**

14       **A.** An employee subject to layoff who is not placed in a vacant position may bump the least  
15 senior (classification) employee in the same classification within his/her division, if qualified.

16       **B.** An employee subject to layoff who cannot bump as provided in #1, may bump the least  
17 senior (bargaining unit) employee in a lower classification in his/her division, if qualified; provided,  
18 the employee who elects to bump has more bargaining unit seniority than the employee who is being  
19 bumped.

20       **C.** An employee subject to layoff who cannot bump as provided in #1 or #2 may bump a less  
21 senior (bargaining unit) employee in the position the employee last held; provided, the employee  
22 served a probationary period in the position and is qualified.

23       **D.** The County will attempt to place an employee subject to layoff who cannot bump as  
24 provided above into a vacant position for which he/she qualifies in accordance with the County's  
25 Workforce Management Program, or modifications thereto.

26       **Section 4. Seniority.** Seniority is within classification and bargaining unit and shall be  
27 applied as noted above.

28       **Section 5. Qualification.** Qualification will be determined by the County.

1           **Section 6. Recall.**

2           A. An employee who is laid off will be recalled to a vacant position in his/her classification,  
3 if qualified.

4           B. An employee who is laid off will be recalled to a vacant position in a lower classification,  
5 if qualified.

6           C. Recall will first be by classification seniority for filling a position in his/her classification,  
7 or bargaining unit seniority for filling a position in a lower classification.

8           **Section 7. Notice of Recall.** An employee will have ten (10) days from the date the notice of  
9 recall is sent by certified mail in which to notify the County of whether he/she will accept the  
10 position. The County will consider the employee's failure to notify the County within ten (10) days  
11 as a refusal. The County will, if it determines that there are circumstances that warrant accepting a  
12 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep  
13 the County informed of his/her current address.

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



1 ARTICLE 13: PROFESSIONAL REGISTRATION AND CERTIFICATION

2       **Section 1. Introduction.** To encourage and support professional development and to provide  
3 for the employment of qualified personnel in appropriate classifications, the employer will provide  
4 compensation for professional licenses and certifications in accordance with this Article. Such  
5 compensation shall only be paid to those employees who as of the date the Agreement was ratified  
6 have a current, valid professional certification in a discipline directly applicable to their employment.

7       **Section 2. Certifications.**

8       **A.** Within the terms of this Agreement, certification includes, and is limited to certified  
9 incinerator and landfill operators, sign and marking technicians, signal technicians, bridge inspectors  
10 and heavy duty mechanic as deemed appropriate by King County.

11       **B.** All employees employed on the date the Agreement was ratified who have a current, valid  
12 certification as listed in Section 2.A above in a discipline directly applicable to their employment,  
13 shall be paid a premium of fifty dollars (\$50) per month. In the event the employee's certificate  
14 becomes invalid, for whatever reason, he/she shall no longer be eligible for the additional  
15 compensation.

16       **C.** Employees who are not eligible for the above compensation will be reimbursed for  
17 training, examination and fee costs that are required to obtain or maintain one of the above listed  
18 professional licenses which directly apply to their position.

1 ARTICLE 14: 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 five percent (5%) above the employee's salary prior to the  
8 assignment, whichever is 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 15: UNION REPRESENTATION AND EMPLOYEE RIGHTS**

2 **Section 1. Union Representation.**

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

6 B. The business manager and/or representative shall have the right to appoint a steward at any  
7 location where members are employed under the terms of this Agreement. The department shall be  
8 furnished with the names of stewards so appointed.

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

11 **Section 2. Employee Rights.**

12 A. The off-duty activity of an employee shall not be subject to disciplinary action unless said  
13 activity is job related or occurs on County property.

14 B. If at any level the County determines to bring disciplinary action against an employee for  
15 any reason, the employee shall be apprised of his/her rights of appeal and representation as provided  
16 for in the Conflict Resolution procedures of this Agreement.

17 C. The County may suspend, demote, or discharge an employee for just cause.  
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1 ARTICLE 16: MISCELLANEOUS

2       **Section 1. Drug Free Workplace.** The Union agrees to comply with all applicable federal,  
3 state and county regulations and ordinances with regard to the drug free workplace.

4       **Section 2. Training.** The County recognizes the mutual benefit to be attained by affording  
5 training 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 by, but  
7 not limited to, the overall objectives of encouraging and motivating employees to improve their  
8 personal capabilities in performance of specific tasks.

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

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

1 ARTICLE 17: GENERAL PROVISIONS

2 **Section 1. Savings Clause.**

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

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

12 **Section 2. Work Stoppages and Employer Protection.**

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

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

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1 ARTICLE 18: 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 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  
7 August 1, 1999.

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9 APPROVED this 14 day of January, 1998.

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15 KING COUNTY EXECUTIVE

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21 International Federation of Professional  
22 and Technical Engineers, Local 17, AFL-CIO

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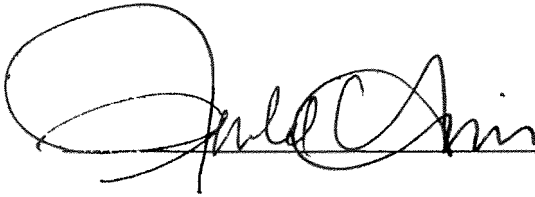
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS, LOCAL 17(F)  
SUPERVISORS

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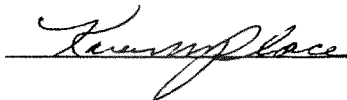
Subject: Classification/Compensation Project

The County will convene a meeting with the Union to begin the process for bargaining the effects of the Project prior to its implementation.

For King County:

  
\_\_\_\_\_  
Date January 14, 1998

For IFPTE, Local 17:


  
\_\_\_\_\_  
Date Dec 3, 1997

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS, LOCAL 17(F)  
SUPERVISORS


Subject: Family and Medical Leave Act

The parties agree that their collective bargaining agreement will be construed in a manner consistent with the federal Family Leave Act. The parties further agree that at such time that an ordinance is enacted or an executive policy is issued relating to the Act, the County may request to reopen the collective bargaining agreement to bargain the effects of such ordinance or policy.

For King County:

  
\_\_\_\_\_ Date January 14, 1998

For IFPTE, Local 17:

  
\_\_\_\_\_ Date Dec 3, 1997



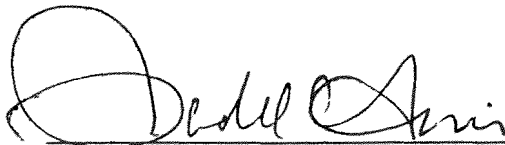
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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS, LOCAL 17(F)  
SUPERVISORS

Subject: Payroll Changes

The Union agrees to change from the current semi-monthly payroll process to a bi-weekly payroll process if such change is enacted through an ordinance or by executive policy. The County agrees to meet with the Union and discuss the effects of such change in the event that the new payroll process does not include a transition option for the employees and the transition creates an undue hardship.

For King County:

  
\_\_\_\_\_  
Date January 14, 1998

For IFPTE, Local 17:

  
\_\_\_\_\_  
Date Dec 3, 1997