



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 9, 2001

Ordinance 14023

Proposed No. 2000-0671.2

Sponsors Pullen

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memorandum of understanding
3 negotiated by and between King County and International
4 Federation of Professional and Technical Engineers, Local
5 Union 17 (Section Managers) representing employees in
6 the departments of transportation and natural resources; and
7 establishing the effective date of said agreement.

8
9

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement negotiated between King
12 County and International Federation of Professional and Technical Engineers, Local
13 Union 17 (Section Managers) representing employees in the departments of
14 transportation and natural resources and attached hereto is hereby approved and adopted
15 by this reference made a part hereof, subject to specific appropriation authority.

16 SECTION 2. The one memorandum of understanding negotiated between King
17 County and the International Federation of Professional and Technical Engineers, Local

18 Union 17 (Section Managers), and attached hereto is hereby approved and adopted by this
19 reference and made a part hereof. The memorandum of understanding relates to the
20 Classification/Compensation Project.

21 SECTION 3. Terms and conditions of said agreement shall be effective from
22 January 1, 2000, through and including December 31, 2002.

Ordinance 14023 was introduced on 12/15/00 and passed by the Metropolitan King
County Council on 1/8/01, by the following vote:

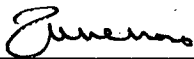
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Pelz, Mr.
McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague,
Mr. Vance and Mr. Irons
No: 0
Excused: 1 - Mr. Phillips

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 17th day of January, 2001



Ron Sims, County Executive

Attachments A. Collective Bargaining Agreement and Memorandum of Understanding.doc, B.
Addendum A

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

7 ARTICLE 1: PURPOSE AND DEFINITION 1
8 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP..... 2
9 ARTICLE 3: RIGHTS OF MANAGEMENT AND WAIVER CLAUSE..... 4
10 ARTICLE 4: HOLIDAYS..... 5
11 ARTICLE 5: VACATIONS 6
12 ARTICLE 6: SICK LEAVE 8
13 ARTICLE 7: PAID LEAVES..... 13
14 ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE..... 16
15 ARTICLE 9: WAGE RATES..... 17
16 ARTICLE 10: HOURS OF WORK & MEAL REIMBURSEMENT..... 18
17 ARTICLE 11: CONFLICT RESOLUTION..... 19
18 ARTICLE 12: REDUCTION IN FORCE 21
19 ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION 22
20 ARTICLE 14: UNION REPRESENTATION AND EMPLOYEE RIGHTS 23
21 ARTICLE 15: MISCELLANEOUS 24
22 ARTICLE 16: GENERAL PROVISIONS 25
23 ARTICLE 17: DURATION 26

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

2 **2.1 Recognition** - The County recognizes the Union as the exclusive bargaining
3 representative of all employees whose job classifications are listed in the attached Addendum "A".

4 **2.2 Membership** - It shall be a condition of employment that all employees covered by this
5 Agreement who are members of the Union in good standing on the effective date of this Agreement
6 shall remain members in good standing or pay an agency fee to the Union in lieu of membership, and
7 those who are not members of the Union on the effective date of this Agreement, shall become and
8 remain members in good standing or pay an agency fee to the Union in lieu of membership. It shall
9 also be a condition of employment that all employees covered by this Agreement and hired or
10 assigned into the bargaining unit on or after its effective date shall, by the thirtieth day following the
11 beginning of such employment, become and remain members in good standing or pay an agency fee
12 to the Union in lieu of membership.

13 **2.2.1** An employee who can substantiate, in accordance with existing law, bona fide religious
14 tenets or beliefs that prohibit the payment of dues or initiation fees to union organizations shall pay
15 an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable
16 organization mutually agreed upon by the employee affected and the Union to which such employee
17 would otherwise pay the dues and initiation fee. If the employee and the Union do not reach
18 agreement on such matter, the Public Employment Relations Commission shall designate the
19 charitable organization. The employee shall furnish written proof that such payment has been made.

20 **2.2.2** 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 **2.3 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.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT AND WAIVER CLAUSE**

2 **3.1 Rights of Management** - The management of the County and the direction of the work
3 force is vested exclusively in King County, except as may be limited by the express written terms of
4 this Agreement. All matters, including but not limited to, the right to hire, appoint, promote,
5 discharge 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 means
8 for providing services, may be administered for its duration by the County in accordance with such
9 policy or procedures as from time to time may be determined.

10 **3.2 Waiver Clause** - The parties acknowledge that each has had the unlimited right within
11 the law and the opportunity to make demands and proposals with respect to any matter deemed a
12 proper subject for collective bargaining. The results of this exercise of that right and opportunity are
13 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,
14 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
15 not specifically referred to or covered in this Agreement.

1 **ARTICLE 5: VACATIONS**

2 **5.1 Accrual** - Regular, probationary, provisional and term-limited temporary employees shall
3 be eligible for vacation leave benefits as described in this Article except in those instances expressly
4 provided:

5

6

7

8

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

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25 **5.1.1** Employees shall accrue vacation leave from their date of hire in a leave eligible
26 position.

27 **5.1.2** Employees who work less than a full-time schedule shall receive a pro-rated leave to
28 reflect his/her normally scheduled workweek.

1 **ARTICLE 6: SICK LEAVE**

2 **6.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees will
3 accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime
4 up to a maximum of eight (8) hours per month. Except, that sick leave will not begin to accrue until the
5 first of the month following the month in which the employee commenced employment. The employee
6 is not entitled to sick leave if not previously earned.

7 **6.2 Vacation as an extension of Sick Leave** - During the first six (6) months of service in a
8 leave eligible position, employees may, at the manager/designee's discretion, use any accrued days of
9 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a
10 leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon
11 termination.

12 **6.3 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by an
13 employee.

14 **6.4 Administration of Sick Leave** - The division manager/designee is responsible for the
15 proper administration of sick leave.

16 **6.5 Restoration following Separation** - Separation from employment except by reason of
17 retirement or layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave
18 eligible employee as of the date of separation. Should a regular employee resign in good standing, be
19 laid off or separated for non-disciplinary medical reasons and return to County employment within two
20 (2) years, his/her accrued sick leave will be restored.

21 **6.6 Pay upon Separation** - An employee who has successfully completed at least five (5) years
22 of County service and who retires as a result of length of service or who separates by reason of death
23 will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-
24 five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's base rate of
25 pay in effect upon the date of leaving County employment, less mandatory withholdings.

26 **6.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick
27 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
28 the County's workers compensation program, then the employee has the option to augment or not

1 **6.10.6** To care for the employee's eligible child if the child has an illness or health condition
2 which requires treatment or supervision from the employee;

3 **6.10.7** To care for other family members, if:

4 A. The employee has been employed by the County for twelve (12) months or more
5 and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months,

6 B. The family member is the employee's spouse or domestic partner, the employee's
7 child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's
8 spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the
9 employee's spouse or domestic partner; and,

10 C. The reason for the leave is one of the following:

11 1. The birth of a son or daughter and care of the newborn child, or placement
12 with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve
13 (12) months of the birth, adoption or placement;

14 2. The care of the employee's child or child of the employee's spouse or
15 domestic partner whose illness or health condition requires treatment or supervision by the employee;
16 or

17 3. Care of a family member who suffers from a serious health condition.

18 **6.10.8** Leave eligible employees who do not qualify for use of sick leave as provided under
19 6.10.7 can use sick leave in the maximum amount of three (3) days for each instance when an
20 employee is required to care for an immediate family member who suffers from a serious health
21 condition.

22 **6.11 Unpaid Leave** - An employee may take a total of up to eighteen (18) work weeks
23 unpaid leave for his or her own serious health condition, and for family reasons as provided in 6.10.6
24 and 6.10.7 combined, within a twelve (12) month period. The leave may be continuous, which is
25 consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.
26 Intermittent leave is subject to the following conditions:

27 **6.11.1 Birth or Adoption** - When a leave is taken after the birth or placement of a child for
28 adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule

1 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of
2 self care because of mental or physical disability.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained
2 in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued
3 sick leave hours.

4 **7.1.3 No Solicitation** - All donations of vacation and sick leave made under this Article are
5 strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any
6 other compensation or benefits in exchange for donating vacation or sick leave hours.

7 **7.1.4 Conversion Rate** - All vacation and sick leave hours donated will be converted to a
8 dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value
9 will then be divided by the receiving employee's hourly rate to determine the actual number of hours
10 received. Unused donated vacation and sick leave will be reconverted based on the donor's straight
11 time hourly rate at the time of reconversion.

12 **7.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for paid
13 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
14 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
15 paid leave provided;

16 **7.2.1 Notification** - The employee gives the manager/designee reasonable advance notice of
17 the need to take time off from work for the donation of bone marrow, a kidney, or other organs or
18 tissue where there is a reasonable expectation that the employee's failure to donate may result in
19 serious illness, injury, pain or the eventual death of the identified recipient.

20 **7.2.2 Provider Certification** - The employee provides written proof from an accredited
21 medical institution, organization or individual as to the need for the employee to donate bone
22 marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the
23 participation of the donor is unique or critical to a successful outcome.

24 **7.2.3 Time off Subject to Agreement** - Time off from work for the purpose set out above in
25 excess of five (5) working days will be subject to the terms of this Agreement.

26 **7.3 Bereavement Leave**

27 **7.3.1** An employee eligible for paid leave will be entitled to three (3) working days of
28 bereavement leave a year, due to death of a member of his/her immediate family.

1 **ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE**

2 **8.1** King County presently participates in group medical, dental and life insurance programs.
3 The County agrees to maintain the level of benefits as currently provided by these plans and pay
4 premiums as currently practiced, during the life of this Agreement unless modified by the
5 Labor/Management committee.

6 **8.2** The County agrees to continue the Labor-Management Insurance Committee comprised
7 of representatives from the County and its labor unions. The function of the Committee shall be to
8 review, study and make recommendations relative to existing medical, dental and life insurance
9 programs.

10 **8.3** The Union and County agree to incorporate changes to employee insurance benefits
11 which the County may implement as a result of the agreement of the Joint Labor-Management
12 Insurance Committee referenced in 8.2 above.

1 **ARTICLE 10: HOURS OF WORK & MEAL REIMBURSEMENT**

2 **10.1 Schedules** - The establishment of work schedules is vested solely within the purview of
3 the County and may be changed from time to time.

4 **10.2 FLSA** - Employees covered by this bargaining unit are employed in a bona fide
5 executive, administrative or professional capacity and are in turn exempt from overtime payments
6 under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered under the
7 King County Executive Leave Pay and Leave Practices for Executive Administration and
8 Professional Employees policy (Executive Policy PER 8-1-1) and modifications thereto, and are
9 expected to work the hours necessary to satisfactorily perform their jobs.

10 **10.3 Leave Adjustments** - For purposes of calculating paid leaves only, any adjustments in
11 the work week will result in a corresponding change in the leave accruals. When an employee's work
12 week is adjusted, then his/her accrued vacation and sick leave hours will be adjusted accordingly.

1 Service (FMCS) or American Arbitration Association (AAA), whichever source is mutually
2 acceptable. The mediator/arbitrator shall be selected from the list by each party alternately striking a
3 name from the list until one name remains. The Union shall have the first strike from the list and the
4 parties will rotate the first strike for each grievance. The mediation process will proceed with the
5 parties making a good faith attempt to reconcile their differences. A mediated grievance, if timely,
6 will move to the arbitration phase only after the mediator and one of the two parties to the dispute
7 declare impasse. A formal arbitration hearing on timely grievances can be held at the request of
8 either party without going through the mediation process. The mediator cannot serve as the
9 arbitrator.

10 **11.4** The arbitrator shall have no power to change, alter, detract from, or add to the provisions
11 of this Agreement, but shall have the power only to apply and interpret the provisions of this written
12 Agreement in reaching a decision on the issue.

13 **11.5** No matter may be arbitrated which the County, by law, has no authority over or has no
14 authority to change.

15 **11.6** There shall be no strikes, cessation of work or lockout during mediation or arbitration.

16 **11.7** Each party to a mediation/arbitration proceeding shall bear the full costs of its
17 representatives and witnesses. The mediator's/arbitrator's fees and expenses and any court reporter's
18 fee and expenses agreed to by the Union and the County shall be borne equally by both parties.

19 **11.8 Exclusive Procedure** - Selection of this conflict resolution procedure for the resolution
20 of a grievance shall preclude the use of any other procedure in resolving the matter at issue.

21 **11.9 Time Limits** - Time limits may be extended by written consent of the parties.

22 **11.10 ULP** -The parties agree that thirty (30) days prior to filing a ULP complaint with the
23 Public Employment Relations Commission (PERC), the complaining party will notify the other party,
24 in writing, meet, and make a good faith attempt to resolve the issue unless the deadline for filing with
25 PERC would otherwise pass.

26 **11.11 Temporaries** - Probationary, provisional, temporary and term-limited temporary
27 employees are employed at will and can not use the procedures of this Article to grieve or otherwise
28 appeal a job separation action of any kind.

1 **ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION**

2 **13.1** It is understood by the parties that an employee may be assigned in writing to perform
3 the preponderance of the duties of a higher classification by the division manager/designee.

4 **13.2** An employee assigned in writing by his/her division manager/designee to a higher
5 classification will be paid at the first step of the range assigned to the higher classification or at a step
6 that most closely approximates five percent (5%) above the employee's salary prior to the
7 assignment, whichever is higher.

8 **13.3** The County may assign an employee to perform the work of a higher classification for
9 up to a full workweek without additional compensation. If the employee is assigned to perform the
10 work of the higher classification for a full workweek or more the employee will be paid for all time
11 performing the work of the higher classification in accordance with 13.2.

12 **13.4** If the employee is required to work out-of-class for more than sixty (60) days, the Union
13 may request a meeting for the sole purpose of clarifying why the employee is still working out-of-
14 class.

1 **ARTICLE 15: MISCELLANEOUS**

2 **15.1 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state
3 and county regulations and ordinances with regard to the drug free workplace.

4 **15.2 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 **15.3 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 **15.4 Bulletin Boards** - The County agrees to permit the Union to post on County bulletin
13 boards announcement of meetings, election of officers, and any other Union material, providing there
14 is sufficient space, beyond what is required by the County for "normal" operations.

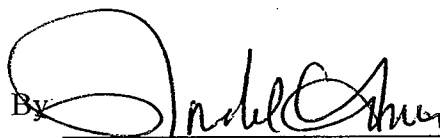
1 **ARTICLE 17: DURATION**

2 17.1 This Agreement shall become effective upon full and final ratification and approval by
3 all formal requisite means by the Council and shall be effective January 1, 2000 through December
4 31, 2002.

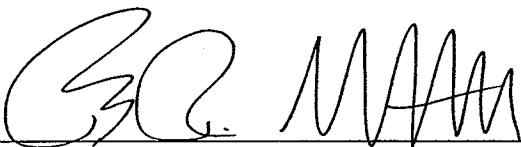
5 17.2 Contract negotiations for the succeeding contract may be initiated by either party
6 providing to the other written notice of its intention to do so, at least thirty (30) days prior to
7 August 1, 2002.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED this 12 day of December, 2000

By 

King County Executive



12-4-2000

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

Date

Attach B

Binder:066

IFPTE, LOCAL 17X ADDENDUM "A"
SECTION MANAGERS
EFFECTIVE DATE - January 1, 2000

Union Code: 0017X

King County 2000 Standardized Salary Schedule

CLASS CODE	CLASS	DIVISION/SECTION	RANGE
2035	Civil Engineer V	Roads/Maint.	72
2035	Civil Engineer V	Trans. Planning	72
2035	Civil Engineer V	Roads/Traffic	72
2035	Civil Engineer V	Surface Water	72
2035	Civil Engineer V	Solid Waste	72
0768	Waste Reduction & Recycling Manager	Solid Waste	69
0769	River & Water Resource Section Manager	Surface Water Mgmt.	69
0820	Manager, Program Planning	Solid Waste	64
0821	Manager, Fiscal Services	Solid Waste	69
2036	Managing Engineer	Roads/Engineering	69
0773	Assistant Operations Manager	Roads/Maint.	69
0822	Assistant Manager, Transportation System Planning	Trans. Planning	69