



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 16, 2002**

**Ordinance 14540**

**Proposed No.** 2002-0589.1

**Sponsors** Constantine, Phillips and Pullen

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and International Federation of Professional and  
4 Technical Engineers, Local 17A representing employees in  
5 the departments of executive services (facilities),  
6 development and environmental services, natural resources  
7 and parks and transportation; and establishing the effective  
8 date of said agreement.

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

12

**SECTION 1.** The collective bargaining agreement negotiated between King

13

County and International Federation of Professional and Technical Engineers, Local 17A

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representing employees in the departments of executive services (facilities), development

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and environmental services, natural resources and parks and transportation and attached

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hereto is hereby approved and adopted by this reference made a part hereof.

17 SECTION 2. Terms and conditions of said agreement shall be effective from  
18 January 1, 2002, through and including February 6, 2003.

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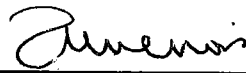
Ordinance 14540 was introduced on 12/2/2002 and passed by the Metropolitan King County Council on 12/16/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

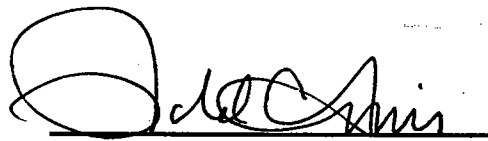
  
Cynthia Sullivan, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

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2002 DEC 19 PM 3:16  
CLERK  
KING COUNTY COUNCIL

APPROVED this 15 day of December, 2002.

  
Ron Sims, County Executive

**Attachments** A. Memorandum of Understanding Between King County and International Federation of Professional and Technical Engineers, Local 17, B. Collective Bargaining Agreement between King County and International Federation of Professional and Technical Engineers, Local 17A, C. Memorandum of Agreement Between King County and the International Federation of Professional and Technical Engineers Local 17(A), D. Memorandum of Agreement Between King County and International Federation of Professional and Technical Engineers, Local 17(A), E. Memorandum of Agreement Regarding Wages for Administrative Support Services Occupational Group By and Between King County and Union Bargaining Coalition

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND  
TECHNICAL ENGINEERS, LOCAL 17**

SUBJECT: Extension of the (1998-2000) 17A Collective Bargaining Agreement

The parties hereby agree that the terms of the 17A collective bargaining agreement as memorialized in the 1998-2000 document and related amendments (M.O.U., M.O.A., etc.) shall be extended to cover the period of January 1, 2001 expiring on February 6, 2003. The County agrees to a cost of living increase covering the period of January 1, 2002 through December 31, 2002 of 2.32% for those classifications that have not already received 2002 COLA. The County agrees to a cost of living increase effective January 1, 2003 based on December 31, 2002 wage rates being increased by ninety percent, CPI-W, U.S. All Cities based on September to September. The minimum COLA shall be two percent and the maximum shall be six percent.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2002

By \_\_\_\_\_  
King County Executive

For IFPTE, Local 17:

\_\_\_\_\_  
Ray Goforth  
Union Representative

\_\_\_\_\_  
Date

**14540**  
**COLLECTIVE BARGAINING  
AGREEMENT**

between

**KING COUNTY**

and

**INTERNATIONAL FEDERATION OF  
PROFESSIONAL &  
TECHNICAL ENGINEERS, LOCAL 17A**

Representing Employees in the King County Departments of  
Transportation, Natural Resources, Development & Environmental  
Services and Construction & Facility Management

**January 1, 1998 through December 31, 2000**

**[040]**

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

7                    These Articles constitute an agreement, the terms of which have been negotiated in good faith,  
8                    between King County (County) and the International Federation of Professional and Technical  
9                    Engineers, Local 17 (Union). This Agreement shall be subject to approval by Ordinance by the  
10                   Metropolitan County Council (Council) of King County, Washington.

11 **ARTICLE 1: PURPOSE**

12                    The intent and purpose of this Agreement is to promote the continued improvement of the  
13                    relationship between the County and its employees and to set forth the wages, hours and other  
14                    working conditions of such employees.  
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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 *Section 1.* The County recognizes the Union as the exclusive bargaining representative of all  
3 regular, probationary, provisional, temporary and term-limited temporary employees whose job  
4 classifications are listed in the attached Addendum "A". In recognizing the Union as the exclusive  
5 bargaining representative, the County agrees that it will not effect any change in the mandatory  
6 subjects of bargaining including but not limited to working conditions, wages, or fringe benefits  
7 except by mutual agreement with the Union or in accordance with this Agreement.

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

17 *Section 3.* An employee who objects to membership in the union on the grounds of a  
18 bona fide religious objection shall pay an amount of money equivalent to regular union dues and  
19 initiation fee to a non-religious charitable organization mutually agreed upon by the employee  
20 affected and the Union to which such employee would otherwise pay the dues and initiation fee. The  
21 employee shall furnish written proof that such payment has been made.

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

27 *Section 5.* Neither party shall discriminate against any employee or applicant for employment  
28 on account of membership or non-membership in any labor union or other employee organization.

1           **Section 6.** Upon receipt of written authorization individually signed by an employee, the  
2 County shall have deducted from the pay of such employee the amount of dues as certified by the  
3 secretary of the Union and shall transmit the same to the treasurer of the Union.

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

8           **Section 8.** The County will transmit to the Union, twice a year, upon written request, a  
9 current listing of all employees in the bargaining units. Such list shall indicate the name of the  
10 employee, position status, job classification, department and/or unit.

11           **Section 9.** The County will require all new employees, hired in a position in the bargaining  
12 unit, to sign a form (in triplicate) which will inform them of the Union's exclusive recognition. One  
13 copy of the form to be retained by the County, one by the employee and the original sent to the  
14 Union.

15           **Section 10.** The County will not aid, promote or finance any labor group or organization  
16 purporting to engage in collective bargaining or make any agreement with any such group or  
17 organization which could violate any rights of the Union under this contract.



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 the County subject to the terms of this Agreement. All matters not specifically and  
4 expressly covered or referenced by the language of this Agreement may be administered for its  
5 duration by the County in accordance with such policy or procedures as from time to time may be  
6 determined.

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1 **ARTICLE 4: HOLIDAYS**

2 *Section 1.* Full time regular, probationary, provisional and term-limited temporary employees  
3 shall be granted the following holidays with pay:

4

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

16

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

18 *Section 2.* Whenever a holiday falls upon a Sunday, the following Monday shall be observed  
19 as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

20 *Section 3.* Holidays paid for but not worked shall be recognized as time worked for the  
21 purpose of determining weekly overtime.

22 *Section 4.* Work performed on holidays shall be paid at one and one-half times the regular  
23 rate in addition to regular holiday pay.

24 *Section 5.* Employees eligible for holiday pay will earn a personal holiday on October 1st and  
25 on November 1st each year. Personal holidays will be available for use when earned. Personal  
26 holidays will be administered in the same manner as vacation leave. The Personal holidays will be  
27 reflected as vacation on the November 20th paycheck.

28 *Section 6.* Holiday pay for part-time regular, probationary, provisional and term-limited

1 temporary employees will be established based upon the ratio of hours actually worked (less  
2 overtime) to a standard workday.

3 *Section 7.* An employee must be in pay status on the regular scheduled workday prior and  
4 following a holiday to be eligible for the holiday pay.

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1 **ARTICLE 5: VACATIONS**

2 *Section 1.* Regular, probationary, provisional and term-limited temporary employees  
3 (Employees) shall be eligible to accrue vacation leave benefits for each hour in pay status  
4 exclusive of overtime as described in the following table except in those instances expressly  
5 provided for in other sections of this Article:  
6

7

8 <b>Full Years of Service</b>	9 <b>Hourly Accrual Rate</b>	10 <b>Equivalent Annual Leave in Days (for illustration)</b>
11 Upon hire through end of Year 5	0.04616	12 12
13 Upon beginning of Year 6	0.05770	14 15
15 Upon beginning of Year 9	0.06154	16 16
17 Upon beginning of Year 11	0.07693	18 20
19 Upon beginning of Year 17	0.08077	20 21
21 Upon beginning of Year 18	0.08462	22 22
23 Upon beginning of Year 19	0.08847	24 23
25 Upon beginning of Year 20	0.09231	26 24
27 Upon beginning of Year 21	0.09616	28 25
29 Upon beginning of Year 22	0.10000	30 26
31 Upon beginning of Year 23	0.10385	27
32 Upon beginning of Year 24	0.10770	28
33 Upon beginning of Year 25	0.11154	29
34 Upon beginning of Year 26 and beyond	0.11539	30

23  
24 *Section 2.* Regular employees who were employed on or before December 1, 1995, and have  
25 by that date completed at least three but less than five years of service, shall accrue at the .0577 rate  
26 effective January 1, 1996. Said employees who were employed on of before December 31, 1995 and  
27 subsequent to that date complete three full years of service shall begin to accrue at the .0577 rate  
28 effective on the first day of the their fourth full year of service. Beginning on the first day of their

1 sixth full year of service, all such employees shall accrue vacation leave as set forth in

2 Section 1.

3 **Section 3.** Employees shall accrue vacation leave from their date of hire into a leave eligible  
4 position.

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

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

15 **Section 6.** Full-time Employees may accrue up to sixty days vacation. Part-time  
16 Employees may accrue vacation leave up to sixty days prorated to reflect their normally  
17 scheduled workweek. Employees shall use vacation leave beyond the maximum accrual  
18 amount prior to December 31 of each year. Failure to use vacation leave beyond the  
19 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum  
20 amount unless the division manager/designee has approved a carryover of such vacation leave  
21 because of cyclical workloads, work assignments or other reasons as may be in the best  
22 interests of the County.

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

25 **Section 8.** No Employee shall work for compensation for the County in any capacity  
26 during the time that the Employee is on vacation leave.

27 **Section 9.** Employees may use vacation in one-half hour increments, at the discretion  
28 of the division manager/designee.

1           **Section 10.** In cases of separation from County employment by death of an Employee  
2 with accrued vacation leave and who has successfully completed his/her first six months of  
3 County service in a leave eligible position, payment of unused vacation leave up to the  
4 maximum accrual amount shall be made to the Employee's estate, or, in applicable cases, as  
5 provided for by state law, RCW Title 11.

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

10           **Section 12. Donation of Vacation Leave Hours.**

11           A. An Employee may donate a portion of his/her accrued vacation leave to  
12 another Employee who is eligible for paid leave or such donation will occur upon written  
13 request to and approval of the donating and receiving Employees' division  
14 manager(s)/designee(s), except that requests for vacation donation made for the purposes of  
15 supplementing the sick leave benefits of the receiving Employee shall not be denied unless  
16 approval would result in a departmental hardship for the receiving department.

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

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

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

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

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

2 **Section 1.** Regular, probationary, provisional and term-limited temporary employees  
3 (Employees) shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status  
4 exclusive of overtime; except that sick leave shall not begin to accrue until the first of the month  
5 following the month in which the Employee commenced employment. The Employee is not entitled  
6 to sick leave if not previously earned.

7 **Section 2.** During the first six months of service in a leave eligible position, Employees may,  
8 at the division manager's/designee's discretion, use any accrued days of vacation leave as an  
9 extension of sick leave. If an employee does not work a full six months in a leave eligible position,  
10 any vacation leave used for sick leave must be reimbursed to the County upon termination.

11 **Section 3.** Employees may use sick leave in one-half hour increments, at the discretion of the  
12 division manager.

13 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an Employee.

14 **Section 5.** Division management is responsible for the proper administration of the sick leave  
15 benefit. Verification of illness from a licensed practitioner may be required for any requested sick  
16 leave absence.

17 **Section 6.** Separation from or termination of County employment except by reason of  
18 retirement or layoff, shall cancel all sick leave accrued to the Employee as of the date of separation or  
19 termination. Should the Employee resign or be laid off and return to County employment within two  
20 years, accrued sick leave shall be restored.

21 **Section 7.** Employees who have successfully completed at least five years of County service  
22 and who retire as a result of length of service or who terminate by reason of death shall be paid, or  
23 their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five  
24 percent of their unused, accumulated sick leave multiplied by the Employee's rate of pay in effect  
25 upon the date of leaving County employment less mandatory withholdings.

26 **Section 8.** 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  
28 occupational illness may not simultaneously collect sick leave and worker's compensation payments



1 in a total 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  
4 and worker's compensation payments in a total amount greater than the net regular pay of the  
5 Employee;

6 C. Exposure to contagious diseases and resulting quarantine.

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

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

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

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

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

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

19 4. The Employee actually attends to the child during the absence from work.

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

24 H. Up to one day of sick leave may be used by an Employee for the purpose of being  
25 present at the birth of his/her child.

26 **Section 9.** An Employee who has exhausted all of his/her sick leave may use accrued  
27 vacation leave as sick leave before going on leave of absence without pay, if approved by his/her  
28 division manager/designee.

1           **Section 10. Donation of Sick Leave Hours.**

2           A. An Employee may donate a portion of his/her accrued sick leave to an Employee  
3 who is leave eligible upon written notice to the donating and receiving Employees' division  
4 managers/designees.

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

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

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

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

20           **Section 11. Leave - Organ Donors.**

21           A. The division manager/designee shall allow Employees eligible for paid leaves who  
22 are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited  
23 to, bone marrow transplants, kidney transplants, or blood transfusions to take five days paid leave  
24 without having such leave charged to family leave, sick leave, vacation leave; provided that the  
25 Employee shall:

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

1 injury, pain or the eventual death of the identified recipient.

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

6                   B. Time off from work for the purposes set out above in excess of five working days  
7 shall be subject to existing leave provisions under this Agreement.

8                   ***Section 12. Bereavement Leave.***

9                   A. Employees eligible for paid leaves shall be entitled to three working days of  
10 bereavement leave a year due to death of members of their immediate family.

11                   B. Employees who have exhausted their bereavement leave shall be entitled to use  
12 sick leave in the amount of three days for each instance when death occurs to a member of the  
13 Employee's immediate family.

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

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

19                   ***Section 13. Immediate Family.*** For the purposes of this Article, immediate family means:  
20 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild  
21 of the employee, the employee's spouse or the employee's domestic partner.

1 **ARTICLE 7: WAGE RATES**

2       *Section 1.* Effective January 1st wage rates in effect on December 31st of the previous year  
3 shall be increased by ninety percent, CPI-W, U.S. All Cities based on September to September  
4 figures of the prior year. The minimum COLA shall be two percent and the maximum shall be six  
5 percent.

6       *Section 2.* The department director/designee shall appoint individuals in writing to lead  
7 worker positions consistent with the provisions of the County's Personnel Guidelines. An employee  
8 designated in writing as lead worker is eligible for additional compensation of five percent above the  
9 base rate effective on the date of assignment. At such time as the lead worker designation is  
10 removed, the employee's compensation reverts to their base rate.

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1 **ARTICLE 8: OVERTIME**

2 *Section 1.* Except as otherwise provided in this article, employees on a five day schedule  
3 shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day,  
4 exclusive of lunch period, or forty in one week. Employees on a seven hour per day schedule will  
5 receive straight time for work performed during the eighth hour.

6 *Section 2.* A minimum of four hours at the overtime rate shall be allowed for each call out.  
7 Call out shall be defined as any situation where the employee is called to return to duty after  
8 completing his/her regular shift and leaving the work site. Where such overtime exceeds four hours,  
9 the actual hours worked shall be allowed at overtime rates.

10 *Section 3.* All overtime shall be authorized in advance by the division manager/designee in  
11 writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regular  
12 scheduled workday for the individual crew.

13 *Section 4.* Emergency work at other than the normal scheduled working hours, or special  
14 scheduled working hours, shall be credited as such. This unscheduled and emergency overtime will  
15 be compensated as overtime, and in the event this overtime work is accomplished prior to the normal  
16 working hours and the employee subsequently works his/her regular shift, shall be compensated at  
17 regular time.

18 *Section 5.* Authorized overtime shall be compensated in time periods of one-half hour.  
19 Where an employee works any portion of a one-half hour time period, the employee shall accrue  
20 overtime as if he/she had worked the full one-half hour.

21 *Section 6.* For purposes of computing overtime, all authorized time off in a pay status shall  
22 be considered as time worked.

23 *Section 7.* There shall be no practice of compensatory time off except by mutual agreement  
24 between the employee and the division manager/designee. Compensatory time shall be earned at the  
25 rate of one and one half times the regular rate.

26 *Section 8.* All hours worked beyond a normal work week will be compensated as overtime  
27 providing the employee has worked a minimum of five consecutive "normal" work days in a given  
28 week.

1 **ARTICLE 9: HOURS OF WORK**

2 *Section 1.* The standard work week for all employees shall consist of five consecutive work  
3 days not to exceed eight hours each, exclusive of lunch period, and not to exceed forty hours per  
4 week and shall normally be scheduled Monday through Friday. The working hours of each day shall  
5 normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts are recognized.

6 *Section 2.* In the event of a flood emergency, the normal working hours of the employees in  
7 the Department of Natural Resources may be changed, provided that eight hours advance notice is  
8 given. The normal flood emergency shift shall be of twelve hours duration.

9 *Section 3.* Standby and/or alert status time shall not be used to circumvent the required eight  
10 hours notice.

11 *Section 4.* All employees' work schedules shall provide a rest period of fifteen minutes  
12 during each one-half shift.

13 *Section 5.* A modified workweek may be implemented during the term of this Agreement.  
14 Specific conditions for a modified workweek shall be agreed to by the parties prior to  
15 implementation.

1 **ARTICLE 10: EXCEPTIONAL WORK SCHEDULES**

2           *Section 1.* The County may make temporary changes to normal working hours where  
3 circumstances require that work must be performed outside of the normal working hours, providing  
4 that the changes are made in whole workdays. Normal working hours as defined in Article 9, Section  
5 1 shall be excluded from an exceptional work schedule.

6           *Section 2.* Assignment of employees to exceptional work schedules will be done first by  
7 requesting qualified volunteers. If no volunteers are secured, or if specific skills are required, then  
8 assignments will be made at the discretion of management.

9           *Section 3.* An employee assigned to an exceptional work schedule shall be eligible for ten  
10 percent above her/his base hourly rate for all work performed outside the normal working hours.  
11 Overtime shall apply to work performed in accordance to Article 8, Section 1.

12           *Section 4.* Assignments of less than seven days duration may be made by providing a  
13 minimum of twenty-four hours notice to the employee. Assignments of an indeterminate period  
14 beyond seven days may be made by providing a minimum of seven calendar days notice to the  
15 employee. The day upon which the employee receives notice of an exceptional work schedule shall  
16 constitute the first day of notice.

1 **ARTICLE 11: STANDBY**

2           *Section 1.* Standby is off duty time during which an employee is required to restrict her/his  
3 activities and be available to report to work. Employees assigned to standby status in writing shall be  
4 compensated at the rate of ten percent per hour for all hours spent on standby. If called to work the  
5 employee shall be paid in accordance with Article 8, Section 2.

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1 **ARTICLE 12: MEDICAL, DENTAL & LIFE INSURANCE**

2           *Section 1.* King County presently participates in group medical, dental and life insurance  
3 programs for eligible regular, probationary, provisional and term-limited temporary employees and  
4 their eligible dependents. The County agrees to maintain the level of benefits as currently provided  
5 by these plans and pay premiums as currently practiced during the life of this Agreement unless  
6 modified by the Labor-Management committee.

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

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

1 **ARTICLE 13: TRANSFER/RE APPOINTMENT**

2 **Section 1.** Any regular employee who is promoted and does not successfully complete the  
3 probationary period for that position, shall have rights back to a position in his/her former  
4 classification; this includes employees promoted out of the bargaining unit.

5 **Section 2.** Prior to the initiation of any competitive process to fill a vacant bargaining unit  
6 position, regular employees of the bargaining unit holding the same classification as that of the vacant  
7 position shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral  
8 transfers shall be accomplished pursuant to the following procedure:

9 **A.** Notification of the vacancy shall be provided to all regular bargaining unit  
10 employees whose classification is the same as that of the vacant position and thus eligible for lateral  
11 transfer consideration.

12 **B.** Eligible regular employees expressing interest in a lateral transfer shall be  
13 interviewed by the appointing authority/designee.

14 **C.** If none of the interested eligible regular employees are selected for lateral transfer,  
15 the position will be filled through the competitive examination process.

1 **ARTICLE 14: VEHICLES**

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

4 *Section 2.* Employees whose assigned duties require the use of County vehicles during most  
5 of the year may have their vehicles assigned throughout the year on a twenty-four hour basis;  
6 provided, that if a County employee's assignment for a period of forty-five days or more does not  
7 require the use of a County vehicle on a twenty-four hour basis the County may require said  
8 employee to turn in the vehicle to the County at the beginning of said period.

9 *Section 3.* All employees assigned a vehicle on a twenty-four hour basis annually, shall be  
10 permitted to park such vehicles at their residence overnight provided the vehicles will not be parked  
11 overnight at a residence outside the County except as may be authorized in writing.

12 *Section 4.* Department directors/designees shall determine on an annual basis those  
13 employees whose duties will require assigned vehicles during most of the year. The ability to  
14 improve the efficiency of County service shall be the determining factor for vehicle assignment.

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

17 *Section 6.* Assignment of County vehicles shall be at the discretion of management, with the  
18 needs of the service and availability of vehicles being the determining factor.

19 *Section 7.* The employee shall be notified of any change in vehicle assignment fourteen days  
20 prior to the implementation.

1 ARTICLE 15: 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 it's 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. All employees shall have equal access to training opportunities.

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1 **ARTICLE 16: DRUG FREE WORK PLACE**

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

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1 **ARTICLE 17: GRIEVANCE PROCEDURE**

2 *Section 1.* The Union and the County recognize the importance of settling issues at the lowest  
3 possible level of supervision whenever possible, prior to resorting to the formal grievance process and  
4 is in the interest of continued good employee relations and morale.

5 A. Grievances are to be heard on County time and no employee shall receive  
6 compensation beyond normal working hours while attending grievance meetings.

7 B. Employees will be unimpeded and free from restraint, interference, coercion,  
8 discrimination or reprisal in seeking adjudication of their grievance.

9 *Section 2.* A grievance is an issue raised by an employee regarding the interpretation and  
10 application of the terms and provisions of this agreement.

11 *Section 3.* A grievance must be presented within ten working days after the occurrence of the  
12 event giving rise to such grievance. Employees have the right to Union representation at all levels of  
13 the grievance procedure. Grievances filed by the Union on general or group issues shall be filed at a  
14 level appropriate to expeditious adjudication. However, copies of the written grievance must be  
15 made available to lower levels of supervision.

16 *Section 4. Procedure.*

17 *Step 1* - A grievance shall be presented on the grievance form (appendix a) by either the  
18 aggrieved employee or the Union to the employee's immediate supervisor and must; a) fully describe  
19 the grievance and how the employee was adversely affected, b) set forth the section(s) of the  
20 Agreement allegedly violated and, c) specify the remedy or solution being sought by the employee(s)  
21 filing the grievance. The immediate supervisor shall attempt to resolve the matter, responding to the  
22 employee in writing within ten working days of the receipt of the grievance. If the grievant does not  
23 pursue the matter to the next level within ten working days, it shall be presumed resolved.

24 *Step 2* - Should no resolution be reached at Step 1, the written grievance shall than be  
25 presented to the director/designee for investigation, discussion and written reply. The  
26 director/designee shall make his/her written decision available to the aggrieved employee within ten  
27 working days after receipt of the grievance. If the grievant does not pursue the matter to the next  
28 higher level within ten working days, it shall be presumed resolved.

1           **Step 3** - If the decision of the department director/designee has not resolved the grievance, the  
2 grievance along with supporting documentation may be presented to the Director of OHRM/designee,  
3 who, within ten working days of receipt of the grievance, will schedule a meeting involving a union  
4 representative, a County department representative and the employee. The Director of  
5 OHRM/designee will chair the meeting. The purpose of the meeting will be to discuss the facts and  
6 circumstances surrounding the grievance.

7           The employee and the department may each invite such other persons to the meeting as may  
8 be necessary to fully understand the grievance.

9           After the meeting, the Union representative, the department representative and the Director of  
10 OHRM/designee will write a decision as to the validity of the grievance and appropriateness of the  
11 remedy sought. The majority decision shall be the proposed resolution of the grievance. The  
12 decision shall be forwarded to the employee within ten working days of the meeting date.

13           **Step 4** - If the decision of the Director of OHRM/designee does not resolve the grievance,  
14 either party may request arbitration within thirty calendar days of receipt of the Step 3 decision. The  
15 Union and the County shall then select a third disinterested party to serve as an arbitrator. In the  
16 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected and  
17 shall arbitrate pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration  
18 Association. The arbitrator shall render a decision within thirty calendar days of the hearing date.  
19 The decision of the arbitrator shall be final and binding upon both parties.

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

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

25           **Section 7.** There shall be no strikes, cessation of work or lockout during such conferences or  
26 arbitration.

27           **Section 8.** Each party to an arbitration proceeding shall bear the full costs of its  
28 representatives and witnesses. The arbitrator's fees and expenses and any court reporter's fee and

1 expenses agreed to by the Union and the County shall be borne equally by both parties.

2 *Section 9.* Time limits set forth in this Article may be extended by mutual agreement.

3 *Section 10.* Selection of this grievance procedure for the resolution of a dispute shall preclude  
4 the use of any other procedure in resolving the matter at issue.

5 *Section 11.* The provisions of this Article will not apply to probationary, temporary and term-  
6 limited temporary employees if they are discharged.

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1 **ARTICLE 18: 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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1 **ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY**

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

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1 **ARTICLE 20: 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 shall  
5 not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties  
6 agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall  
7 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 paramount except where they  
10 conflict with a provision of this Agreement.

1 **ARTICLE 21: 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 Union shall not cause or condone  
5 any work stoppage, including any strike slowdown, or refusal to perform any customarily assigned  
6 duties, sick leave absence which is not bona fide, or other interference with County functions by  
7 employees under this Agreement, and should same occur, the Union agrees to take appropriate steps  
8 to end such interference. Any concerted action by any employees in the Union shall be deemed a  
9 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 an  
11 act prohibited in this article shall be considered absent without authorized leave and shall be  
12 considered to have resigned.

1 **ARTICLE 22: 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. However, if the parties agree to bargain during  
8 the term of this Agreement, amendments and modifications to this Agreement may be made by  
9 mutual assent of the Director of OHRM/designee and the Union Representative who is subject to the  
10 Union's internal constitutional processes.

1 **ARTICLE 23: REDUCTION IN FORCE/SENIORITY**

2       **Section 1. Notice to Union.** The County will notify the Union in writing at least thirty days  
3 in advance of any anticipated layoff of a regular employee (Employee). The notice will include the  
4 name of the division(s), classification(s), and Employee(s) identified for layoff. For purposes of this  
5 Article, the Department of Development and Environmental Services will be considered a division.

6       **Section 2. Qualification.** The County will determine who meets the minimum qualifications  
7 to perform the work of a specific position within a classification.

8       **Section 3. Seniority.** Seniority shall be defined as the total service with King County in the  
9 bargaining unit. Seniority accrual will be interrupted for all time not in a pay status. An Employee  
10 who leaves County employment for more than two years will lose all accrued seniority. An  
11 Employee who has been laid off will be credited for prior service if recalled as provided under this  
12 Article. An Employee who has not completed his/her probationary period in a bargaining unit  
13 classification will be included on the seniority list in the last bargaining unit classification in which  
14 he/she previously held regular status, if any. In the event there are two Employees having the same  
15 seniority, the County will consider ability and skill to be the determining factor on retention.

16       **Section 4. Placement in a Vacancy.** The County will attempt to place an Employee  
17 scheduled for layoff in an available vacant bargaining unit position within his/her division and  
18 classification if he/she is qualified. If there is more than one available vacant position in which the  
19 Employee is qualified for, the County will consider the Employee's preference before making the  
20 placement. If the employee can not be placed as described above, the County will attempt to place  
21 the Employee in any available vacant bargaining unit position for which the Employee is qualified.  
22 The Employee may decline a placement into a different classification or division and elect to bump as  
23 described under Section 5.

24       **Section 5. Bumping.** An Employee who is not placed, as provided under Section 4, may  
25 elect to bump an Employee with less seniority as provided within this Section. Bumping shall not  
26 result in a promotion. An Employee will have five work days from the time of written notification of  
27 layoff to notify the County of his/her intent to exercise his/her bumping rights. The Employee's  
28 written notice must include the classification(s) within his/her classification series, listed by

1 preference, in which he/she proposes to bump. An Employee will forfeit his/her bumping rights if  
2 his/her written notice is not submitted within five days or the County has not accepted a late filing of  
3 the notice. The County will, if it determines that there are warranting circumstances, accept a late  
4 filed notice from an Employee.

5 A. If an Employee's adjusted hire date in the bargaining unit is before January 1,  
6 1986, as provided under Section 3, he/she may bump a less senior bargaining unit Employee in the  
7 same division and classification for which he/she is qualified. If the Employee is unable to bump  
8 within the division, he/she may bump a less senior bargaining unit Employee in his/her classification  
9 for which the Employee is qualified. If the employee is unable to bump into his/her classification as  
10 described above, he/she may bump a less senior bargaining unit Employee in his/her same  
11 classification series in the same division for which he/she is qualified. If the Employee is unable to  
12 bump within the division, he/she may bump a less senior bargaining unit Employee in his/her  
13 classification series for which he/she is qualified. An Employee who can not bump is considered  
14 displaced and may only bump as provided under Section 5.C or be laid-off.

15 B. If an Employee's adjusted hire date in the bargaining unit is on or after January  
16 1, 1986, he/she may bump a less senior bargaining unit Employee in the same division and  
17 classification for which he/she is qualified. An Employee who can not bump is considered displaced  
18 and may only bump as provided under Section 5.C or be laid off.

19 C. An Employee who is displaced, as provided under Section 5.A or 5.B, may select  
20 any one of the following alternatives or be laid-off.

21 1. Bump within the same division into a lower paying classification in his/her  
22 same classification series for which he/she is qualified.

23 2. Bump within the same division into a lower paying classification he/she has  
24 previously occupied for which he/she is qualified.

25 3. Bump within the same division into a lateral classification (one that has the  
26 same rate of pay) which he/she is qualified and has previously served a probationary period or had  
27 probation waived by the County.

28 4. Bump a temporary or term-limited temporary employee in his/her

1 classification or classification series in the bargaining unit for which he/she is qualified. The  
2 Employee would then be considered a temporary or term-limited temporary employee and credited  
3 for prior service for determining accrual and benefits eligibility.

4                   5. Bump a contract worker who is performing bargaining unit work in his/her  
5 classification or classification series for which he/she is qualified and if approved by the County. The  
6 Employee would then be considered a temporary or term-limited temporary employee and credited  
7 for prior service for determining accrual and benefits eligibility.

8           **Section 6. Recall.** An Employee who is laid off will have recall rights to his/her previous  
9 classification for two years from the date of layoff. An Employee retains his/her recall rights even if  
10 he/she accepts another classification or temporary position with the County. Recall will be by  
11 seniority where the most senior Employee in the classification will be recalled first. An Employee  
12 who is laid off shall have one opportunity to refuse a recall in his/her classification, except if the  
13 Employee is recalled to his/her previous position, in which case a first refusal will terminate the  
14 Employee's recall rights.

15                   **A. Temporary Work.** The County will use bargaining unit employees who are on the  
16 recall list to perform temporary bargaining unit work in his/her classification before employing a  
17 temporary employee provided the Employee is qualified to do the work. An Employee on the recall  
18 list who is offered the work may decline the temporary work without jeopardizing his/her recall rights  
19 under this section.

20                   **B. Notice of Recall.** An Employee will have ten calendar days from the date the  
21 notice of recall is sent by certified mail in which to notify the County of whether he/she will accept  
22 the position. The County will consider the Employee's failure to notify the County within ten  
23 calendar days as a refusal. The County will, if it determines that there are warranting circumstances,  
24 accept a late filed notice from an Employee. Notices will be in writing. It is the Employee's  
25 responsibility to keep the County informed of his/her current address.

26           **Section 7. Reinstatement.** An Employee recalled within two years from the time of layoff  
27 will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff,  
28 and vacation leave accrual rate restored.



1 **ARTICLE 24: WORK OUTSIDE OF CLASSIFICATION**

2 **Section 1.** It is understood by the parties that an employee must be assigned in writing, with a  
3 copy to the Union, by the manager/designee to perform on a temporary basis, not to exceed forty-five  
4 continuous days of work, the preponderance of the duties of a higher classification.

5 **Section 2.** During the forty-five continuous days of work or any extension thereof, employees  
6 performing at the higher classification shall be placed at the next higher step in the new classification  
7 as would constitute a minimum of four and one-half percent over the salary received prior to the  
8 assignment, not to exceed the top rate of the higher classification, except as provided below.

9 **Section 3.** In cases where a departmental emergency exists, the County may assign an  
10 employee to work in a higher classification within the bargaining unit, for a period not to exceed  
11 three consecutive days and under such emergency shall not be required to pay the rate of the higher  
12 classification. Such assignment shall not be made to circumvent the intent of Section 1 above, and  
13 the County shall make every effort to resolve such emergency condition as quickly as possible.

14 **Section 4.** Any request for extension beyond forty-five days shall be submitted to the  
15 Director of OHRM/designee with a copy of the request and approval provided to the Union.

16 **Section 5.** Employees in a training capacity may be assigned work normally performed by a  
17 higher classification, except that they will not be assigned the duties of a higher classification to  
18 circumvent the intent of Section 1.

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

22 **Section 6.** It is understood by the parties that every incidental duty connected with operations  
23 enumerated in job descriptions is not always specifically described.

1 **ARTICLE 25: RECLASSIFICATION**

2 *Section 1.* It is understood by the parties that every incidental task connected with duties  
3 enumerated in job descriptions is not always specifically described.

4 *Section 2.* If the duties and responsibilities assigned to a position change to the extent that  
5 they no longer represent the preponderance of tasks enumerated in the class specification a  
6 reclassification of the position may be initiated by the employee, department director/designee,  
7 Director of OHRM/designee, through a position audit request. Any resultant reclassification shall be  
8 made effective on the first day of the pay period following the date the request was signed by the  
9 division manager. Failure on the part of OHRM to process the PDQ within one hundred twenty days,  
10 or secure an extension, will automatically move the matter to Section 5 for resolution.

11 *Section 3.* If a reclassification of a position is deemed appropriate by OHRM, an employee  
12 assigned to the position shall be entitled to continue performing in the position until such time as the  
13 reclassification is complete. An employee who is performing the duties of a reclassified position for  
14 over six months shall not be required to take a qualifying examination and shall not be subject to the  
15 probationary period upon receiving a permanent promotion as a result of a reclassification.

16 *Section 4.* Employee reclassified to a higher classification shall be placed at the next higher  
17 step in the new classification as would constitute a minimum of four and one-half percent over the  
18 salary received prior to the reclassification, not to exceed the top rate of the higher classification. The  
19 County agrees to meet with the Union to determine the appropriate wage rate for any new  
20 classification which falls within the bargaining unit.

21 *Section 5.* The County and the Union agree that all disputes relating to classifications will be  
22 submitted to the Director of OHRM/designee for determination. If the Union disagrees with the  
23 Director's/designee's determination, it may, within thirty days submit the classification to a neutral  
24 third party. The neutral party will be selected by the Director of OHRM/designee and the Union.  
25 The decision of the neutral shall be binding upon all parties. All classification issues (other than  
26 jurisdictional and pay-related) shall be presented to the neutral and will not be subject to the King  
27 County Personnel Board or binding arbitration.

1 **ARTICLE 26: PROMOTIONS**

2 Promotions will be conducted in accordance with the applicable Administrative Guidelines  
3 for Career Service. A regular employee promoted to a higher classification shall be placed at the  
4 salary step of the promotive classification as would constitute a minimum of four and one-half  
5 percent over the salary received prior to promotion, not to exceed the top step of the new salary range.  
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1 **ARTICLE 27: 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 be paid to those employees who have obtained a professional certification in a  
6 discipline directly applicable to their employment.

7       *Section 2. Professional Licenses.* Employees may be required to have one or more current  
8 Washington State professional licenses in the branches of Civil, Electrical, Hydraulic, Industrial,  
9 Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, or Illumination and  
10 shall be paid an additional one hundred dollars per month. If the professional license is not required  
11 but related to the employee's work, they will receive fifty dollars per month. It is agreed to by the  
12 County and the Union that no employee will be removed from an existing position because of a lack  
13 of licenses.

14       *Section 3. Certifications.*

15               A. Within the terms of this Agreement, certification includes, and is limited to,  
16 International Conference of Building Officials Certifications in Building Inspection, Landscape  
17 Architecture, Mechanical, Plumbing, Combination Inspector, Fire and Plans Examiner, and State  
18 Certified Public Accountant.

19               B. During the term of this Agreement, additional certifications may be added by  
20 mutual agreement of the parties to this contract.

21               C. All employees who have one or more valid certifications as described in Section  
22 3(a) above in a discipline directly applicable to their employment, shall be paid an additional fifty  
23 dollars per month.

1 **ARTICLE 28: CONTRACTING OF WORK**

2        *Section 1.* The County agrees not to contract out work typically performed by currently  
3 employed members of the bargaining unit if the contracting of such work jeopardizes, eliminates, or  
4 reduces the normal workload of the bargaining unit.

5        *Section 2.* If in order to secure funding for a specific project the County is required to  
6 contract all or part of the work to be performed due to limitations imposed by the funding agreement,  
7 said contracting shall not be considered a violation of this Article. The County agrees to provide the  
8 Union, upon request, with documentation to support any contracting of work under the terms of this  
9 section.

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1 **ARTICLE 29: UNION REPRESENTATION**

2 *Section 1.* Authorized representatives of the Union may, after notifying the County official in  
3 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 Executive Director and/or Representative shall have the right to appoint a  
6 steward at any location where members are employed under the terms of this Agreement. The  
7 department shall be furnished with the names of stewards so appointed. The steward shall see that  
8 the provisions of this Agreement are observed, and he/she shall be allowed reasonable time to  
9 perform these duties during regular working hours.

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

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

20 *Section 5.* A regular employee elected or appointed to office in the Union which requires a  
21 part of all of their time shall be given leave of absence up to one year without pay upon application.

22 *Section 6.* Written policies, rules, or directives affecting the terms and conditions of this  
23 Agreement shall be provided to the Union upon request.

1 **ARTICLE 30: EMPLOYEE RIGHTS**

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

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

8           *Section 3.* The County may suspend, demote, or discharge a regular employee for just cause.  
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1 **ARTICLE 31: TEMPORARY EMPLOYEES**

2        **Section 1.** No temporary employee will be kept on the payroll past 1040 hours without the  
3 written approval of the Director of OHRM/designee. A copy of such approval shall be provided to  
4 the Union.

5        **Section 2.** The County agrees that it will not use temporary or term-limited temporary  
6 employees to supplant regular positions.

7        **Section 3.** Individuals offered temporary or term-limited temporary employment shall meet  
8 the same pre-employment standards as applicants for regular permanent employment. A copy of the  
9 standards used shall be provided, upon request, to the Union.

10       **Section 4.** If the temporary or term-limited temporary employee subsequently receives  
11 permanent employment in the same classification the probationary period may be waived by the  
12 Director OHRM/designee.

13       **Section 5.** Where the Agreement is silent temporary and term-limited temporary employees  
14 are governed by provisions of the King County Code, as modified.



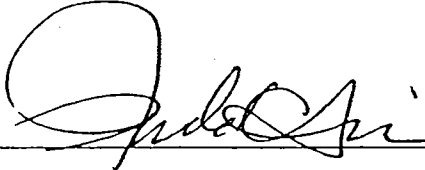
1 **ARTICLE 32: DURATION**


2 *Section 1.* This Agreement shall become effective January 1, 1998 and shall remain in effect  
3 through December 31, 2000.

4 *Section 2.* Contract negotiations for the succeeding contract may be initiated by either party  
5 providing to the other written notice of its intention to do so, at least thirty days prior to August 1,  
6 2000.

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

11  
12 APPROVED this 11 day of December, 1998.

13  
14  
15 By   
16 \_\_\_\_\_  
17 King County Executive  
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23 \_\_\_\_\_

24 International Federation of Professional  
25 and Technical Engineers, Local 17, AFL-CIO  
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28

# ADDENDUM A

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

### 1998 WAGE ADDENDUM

DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0005	Office Assistant I	\$1,601.01	\$1,735.50	\$1,821.94	\$1,908.46	\$1,994.87	\$2,081.36
0006	Office Assistant II	\$1,761.54	\$1,899.30	\$1,989.99	\$2,084.46	\$2,183.65	\$2,287.78
0007	Office Assistant III	\$1,974.43	\$2,065.87	\$2,168.65	\$2,271.44	\$2,385.62	\$2,499.87
0008	Mag Card Operator	\$1,987.08	\$2,081.38	\$2,181.63	\$2,286.94	\$2,397.63	\$2,513.87
0010	Word Processing Tech.	\$2,232.48	\$2,339.07	\$2,450.91	\$2,568.41	\$2,691.79	\$2,821.33
0012	Office Technician I	\$2,082.56	\$2,181.63	\$2,286.94	\$2,397.63	\$2,513.87	\$2,636.01
0013	Office Technician II	\$2,232.48	\$2,339.07	\$2,450.91	\$2,568.41	\$2,691.79	\$2,821.33
0014	Office Technician III	\$2,514.49	\$2,615.33	\$2,761.84	\$2,894.87	\$3,034.62	\$3,166.19
0016	Secretary I	\$1,974.43	\$2,065.87	\$2,168.65	\$2,271.44	\$2,385.62	\$2,499.87
0017	Secretary II	\$2,232.48	\$2,339.07	\$2,450.91	\$2,568.41	\$2,691.79	\$2,821.33
0071	Receptionist	\$1,853.04	\$1,940.62	\$2,032.66	\$2,129.19	\$2,230.61	\$2,337.06
0308	Fiscal Services Tech.	\$2,637.50	\$2,764.33	\$2,897.50	\$3,037.66	\$3,184.15	\$3,338.37
0316	Admin. Svcs. Officer I	\$3,594.56	\$3,769.22	\$3,954.94	\$4,150.05	\$4,355.03	\$4,570.41
0321	Cashier	\$2,133.67	\$2,235.22	\$2,343.22	\$2,456.74	\$2,576.01	\$2,637.89
2001	Engineering Aide	\$2,523.96	\$2,650.15	\$2,771.10	\$2,899.21	\$3,034.43	\$3,176.97
2002	Engineering Assistant	\$2,701.12	\$2,836.18	\$2,966.84	\$3,105.55	\$3,251.45	\$3,404.39
2003	Engineering Tech.	\$3,120.05	\$3,276.06	\$3,429.94	\$3,591.29	\$3,760.16	\$3,940.31
2031	Engineer	\$3,591.29	\$3,760.16	\$3,940.30	\$4,127.95	\$4,323.16	\$4,538.46
2032	Senior Engineer	\$4,133.72	\$4,330.59	\$4,535.36	\$4,751.88	\$4,980.23	\$5,228.25
2033	Supervising Engineer	\$4,633.61	\$4,865.28	\$5,108.55	\$5,363.97	\$5,632.16	\$5,913.78

**ADDENDUM A**  
**INTERNATIONAL FEDERATION**  
**OF PROFESSIONAL AND TECHNICAL ENGINEERS,**  
**LOCAL 17**  
**1998 WAGE ADDENDUM**

**DEPARTMENT OF NATURAL RESOURCES AND TRANSPORTATION**

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0003	Information Clerk	\$2,439.13	\$2,551.71	\$2,671.80	\$2,795.65	\$2,923.25	\$3,068.80
0716	Graphic Arts Tech.	\$2,878.56	\$3,012.24	\$3,153.05	\$3,301.21	\$3,456.49	
2001	Engineering Aide	\$2,523.96	\$2,650.15	\$2,771.10	\$2,899.20	\$3,034.43	\$3,176.97
2002	Engineering Assistant	\$2,701.11	\$2,836.18	\$2,966.83	\$3,105.55	\$3,251.45	\$3,404.39
2003	Engineering Technician	\$3,120.05	\$3,276.06	\$3,429.94	\$3,591.29	\$3,760.16	\$3,940.31
2031	Engineer	\$3,591.29	\$3,760.16	\$3,940.30	\$4,127.95	\$4,323.16	\$4,538.46
2032	Senior Engineer	\$4,133.72	\$4,330.59	\$4,535.36	\$4,751.88	\$4,980.23	\$5,228.25
2033	Supervising Engineer	\$4,633.61	\$4,865.28	\$5,108.55	\$5,363.97	\$5,632.16	\$5,913.78
2037	Bridge Engineer	\$4,340.41	\$4,547.13	\$4,762.13	\$4,989.48	\$5,229.24	\$5,489.65
2052	Senior Ecologist	\$3,940.30	\$4,127.97	\$4,323.16	\$4,529.55	\$4,747.21	\$4,983.61
2061	Cartographer	\$3,276.05	\$3,429.94	\$3,591.29	\$3,760.16	\$3,940.30	\$4,127.97
2092	Landscape Architect	\$3,940.30	\$4,127.97	\$4,323.16	\$4,529.55	\$4,747.21	\$4,983.61
2111	Planner I	\$3,591.29	\$3,760.16	\$3,940.30	\$4,127.97	\$4,323.15	\$4,538.46
2120	Supervising Environ. Scientist	\$4,633.61	\$4,865.28	\$5,108.55	\$5,363.97	\$5,632.16	\$5,913.78
2141	Earth Scientist	\$3,940.30	\$4,127.97	\$4,323.16	\$4,529.55	\$4,747.21	\$4,983.61
6203	Blue Print Operator	\$2,225.40	\$2,328.11	\$2,437.69	\$2,550.67	\$2,667.08	\$2,799.91
6235	Photographer	\$2,671.82	\$2,795.65	\$2,923.24	\$3,058.37	\$3,211.14	\$3,366.48
6238	Photo Lab Tech.	\$2,036.83	\$2,171.14	\$2,305.43	\$2,439.74	\$2,574.03	\$2,702.21

# ADDENDUM A

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

### 1998 WAGE ADDENDUM

DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2038	Site Plan Supervisor	\$4,536.66	\$4,760.28	\$4,997.58	\$5,246.06	\$5,508.77	\$5,784.41
2052	Senior Ecologist	\$3,940.30	\$4,127.97	\$4,323.16	\$4,529.55	\$4,747.21	\$4,983.61
2061	Cartographer	\$3,276.05	\$3,429.94	\$3,591.29	\$3,760.16	\$3,940.30	\$4,127.97
2081	Plans Examiner I	\$3,201.84	\$3,357.28	\$3,522.63	\$3,696.27	\$3,878.69	\$4,070.39
2082	Plans Examiner II	\$3,599.23	\$3,776.45	\$3,964.03	\$4,162.09	\$4,370.49	\$4,588.64
2083	Basic Plan Review Coord.	\$3,869.19	\$4,059.68	\$4,261.29	\$4,474.23	\$4,698.26	\$4,932.91
2084	Plans Examiner III	\$4,139.13	\$4,342.93	\$4,558.61	\$4,786.38	\$5,026.04	\$5,276.95
2088	Energy Conservation Coord.	\$4,152.45	\$4,355.03	\$4,570.41	\$4,796.63	\$5,034.22	\$5,284.07
2107	Planning Support Tech I	\$2,769.89	\$2,908.38	\$3,053.83	\$3,206.51	\$3,366.83	\$3,535.18
2121	Zoning Technician I	\$2,571.47	\$2,713.89	\$2,852.09	\$2,990.43	\$3,128.62	\$3,266.86
2122	Zoning Technician II	\$2,828.57	\$2,985.29	\$3,137.31	\$3,289.43	\$3,441.48	\$3,593.56
2123	Lead Zoning Tech.	\$3,150.02	\$3,324.53	\$3,493.84	\$3,663.24	\$3,832.57	\$4,001.90
2141	Earth Scientist	\$3,940.30	\$4,127.97	\$4,323.16	\$4,529.55	\$4,747.21	\$4,983.61
2201	Gen. Inspector I	\$3,348.23	\$3,510.32	\$3,682.68	\$3,863.73	\$4,053.97	\$4,253.80
2202	Gen. Inspector II	\$3,705.90	\$3,885.85	\$4,077.20	\$4,278.20	\$4,489.33	\$4,711.24
2203	Asst. Bldg. Insp. Supervisor	\$4,139.13	\$4,342.93	\$4,558.57	\$4,786.38	\$5,026.04	\$5,276.95
2206	Forester	\$3,705.90	\$3,885.86	\$4,077.20	\$4,278.20	\$4,489.33	\$4,711.24
2210	Bldg. Permit Tech. I	\$2,571.46	\$2,713.89	\$2,852.09	\$2,990.43	\$3,128.62	\$3,266.86
2211	Addressing Tech.	\$2,828.57	\$2,985.29	\$3,137.31	\$3,289.43	\$3,441.48	\$3,593.56

# ADDENDUM A

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

### 1998 WAGE ADDENDUM

DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2212	Building Permit Tech. II	\$2,828.57	\$2,985.29	\$3,137.31	\$3,289.43	\$3,441.48	\$3,593.56
2213	Lead Bldg. Permit Tech.	\$3,150.02	\$3,324.53	\$3,493.84	\$3,663.24	\$3,832.57	\$4,001.90
2225	Structural Engineer	\$3,762.13	\$3,944.91	\$4,139.12	\$4,344.72	\$4,561.81	\$4,790.23
2227	Code Enforcement Off. I	\$3,348.23	\$3,510.32	\$3,682.68	\$3,863.73	\$4,053.97	\$4,253.80
2228	Code Enforcement Off. II	\$3,705.90	\$3,885.85	\$4,077.20	\$4,278.20	\$4,489.33	\$4,711.24
2229	Asst. Code Enforcement Spvrs.	\$4,139.13	\$4,342.93	\$4,558.57	\$4,786.38	\$5,026.04	\$5,276.95
2235	Site Development Specialist I	\$3,348.23	\$3,510.32	\$3,682.68	\$3,863.73	\$4,053.97	\$4,253.80
2236	Site Development Specialist II	\$3,705.90	\$3,885.85	\$4,077.20	\$4,278.20	\$4,489.33	\$4,711.24

**ADDENDUM A**  
**INTERNATIONAL FEDERATION**  
**OF PROFESSIONAL AND TECHNICAL ENGINEERS,**  
**LOCAL 17**  
**1998 WAGE ADDENDUM**

**PARKS AND RECREATION**

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2003	Engineering Tech.	\$3,120.05	\$3,276.06	\$3,429.94	\$3,591.29	\$3,760.16	\$3,940.31
2031	Engineer	\$3,591.29	\$3,760.16	\$3,940.30	\$4,127.95	\$4,323.16	\$4,538.46
2032	Senior Engineer	\$4,133.72	\$4,330.59	\$4,535.36	\$4,751.88	\$4,980.23	\$5,228.25

**ADDENDUM A**  
**INTERNATIONAL FEDERATION**  
**OF PROFESSIONAL AND TECHNICAL ENGINEERS,**  
**LOCAL 17**  
**1998 WAGE ADDENDUM**

**CONSTRUCTION AND FACILITIES MANAGEMENT**

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2033	Supervising Engineer	\$4,633.61	\$4,865.28	\$5,108.55	\$5,363.97	\$5,632.16	\$5,913.78
2001	Engineering Aide	\$2,523.96	\$2,650.15	\$2,771.10	\$2,899.21	\$3,034.43	\$3,176.97
2032	Senior Engineer	\$4,133.72	\$4,330.59	\$4,535.36	\$4,751.88	\$4,980.23	\$5,228.25

APPENDIX A  
EMPLOYEE GRIEVANCE FORM

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Classification: \_\_\_\_\_

Work Unit: \_\_\_\_\_ Article/Section Alleged Violation: \_\_\_\_\_

Description of Problem: (specify date of alleged violation)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I and/or my representative discussed this with my immediate supervisor. (Step 1)

Date Discussed \_\_\_\_\_ Signature(s) \_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

STEP II: Further Review is Requested - Manager

\_\_\_\_\_  
Date Submitted                      Signature Acknowledging Receipt                      Date

Reason for requesting review:

Manager's Decision:

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Attach additional sheets if needed.



Department of Development and Environmental Services  
Classification Series

- Office Assistant I, Office Assistant II, Office Assistant III, Office Technician I, Office Technician II, Office Technician III, Cashier, Secretary I, Secretary II
- Word Processing Technician
- Engineering Aide, Engineering Assistant, Engineering Technician, Cartographer, Engineer, Senior Engineer, Supervising Engineer \*, Site Plan Review Supervisor\*
- Structural Engineer
- Administrative Services Officer I
- Plan Examiner I, Plans Examiner II, Basic Plan Review Coordinator, Plans Examiner III, and Energy Conservation Coordinator
- Zoning Technician I, Zoning Technician II, and Lead Zoning Technician
- General Inspector I, General Inspector II, and Assistant Building Inspection Supervisor\*
- Code Enforcement Officer I, Code Enforcement Officer II and Assistant Code Enforcement Supervisor\*
- Site Development Specialist I, Site Development Specialist II, Forester
- Technical Permit Screening Supervisor\*
- Building Permit Technician I, Building Permit Technician II, Lead Building Permit Technician, Permit Center Supervisor\*
- Addressing Technician
- Duplicating Equipment Operator
- Earth Scientist
- Senior Ecologist
- Records Supervisor\*
- Planning Support Technician I

\*Supervisory position

## Department of Public Works

### Classification Series

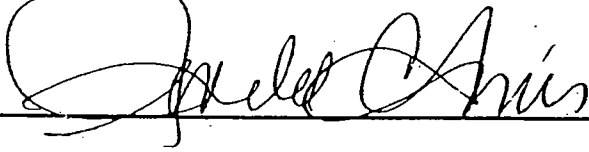
- Information Clerk
- Graphic Arts Technician
- Engineering Aide, Engineering Assistant, Engineering Technician, Cartographer (Cadastral map maker), Engineer, Bridge Engineer, Senior Engineer, Supervising Engineer
- Senior Ecologist
- Landscape Architect
- Planner I
- Earth Scientist
- Blueprint Operator
- Photographer, Photo Lab Technician
- Supervising Environmental Scientist

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

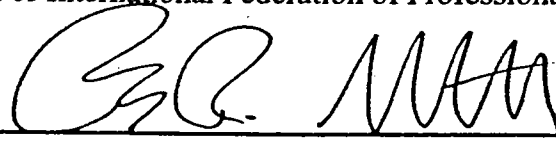
Subject: Contract Reopener

In conjunction with bargaining wages and other mandatory subjects for all classifications that have been through the Classification/Compensation Project, the parties may also present other subjects for bargaining when they meet by March 1, 1999, unless otherwise agreed, with the intent and understanding the current labor agreement may be modified through said bargaining.

For King County:

  
Date 12-11-98

For International Federation of Professional & Technical Engineers, Local 17:

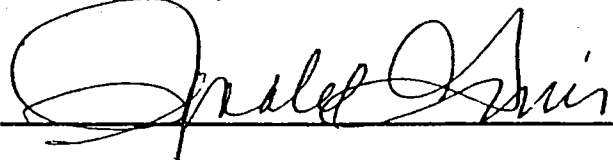
  
Date 12-11-98

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

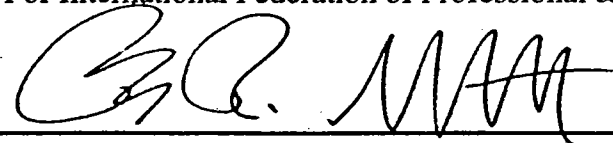
Subject: Classification/Compensation Project

The parties agree to bargain the wages and other mandatory subjects for all classifications that have been through the Classification/Compensation Project prior to implementation. The parties agree to meet by March 1, 1999, unless otherwise agreed.

For King County:

 12-11-98  
Date

For International Federation of Professional & Technical Engineers, Local 17:

 12-11-98  
Date

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

Subject: Labor Management Committee

King County and the Union agree to establish a Labor-Management Committee. The County and the Union agree they will use the Labor-Management Committee to disclose, discuss and attempt to resolve issues and interests affecting labor and/or management. Meetings will be held at least quarterly.

The Labor-Management Committee does not waive or diminish management rights or union rights of grievance or bargaining. The parties recognize that the Labor-Management Committee may not be able to resolve every issue.

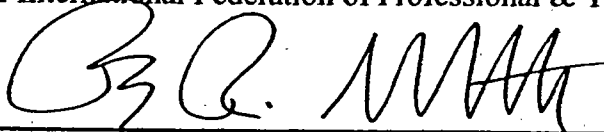
For King County:



12-11-98

Date

For International Federation of Professional & Technical Engineers, Local 17:



12-11-98

Date

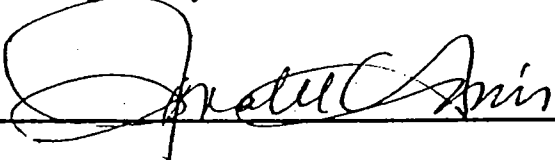
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS  
LOCAL 17(A)**

**Subject:     Family and Medical Leave Act**


WHEREAS, Articles 3 (Rights of Management) and 6 (Sick Leave/Bereavement Leave) of the collective bargaining agreement tentatively agreed to between the parties will be construed in a manner consistent with the federal Family and Medical Leave Act.

THEREFORE, the parties agree that at such time as either the County Council enacts an ordinance or the County Executive issues an executive order relating to Family and Medical Leave as that term is used in the federal Family and Medical Leave Act, the County may request a reopening of the contract negotiations in order to bargain the application and any attendant effects upon wages hours and working conditions of that ordinance or executive order whether or not such ordinance or executive order specifically relates to represented employees.

For King County:

 \_\_\_\_\_ 12-11-98  
Date

For International Federation of Professional & Technical Engineers, Local 17:

 \_\_\_\_\_ 12-11-98  
Date

**KING COUNTY  
AND  
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS  
LOCAL 17(A)**

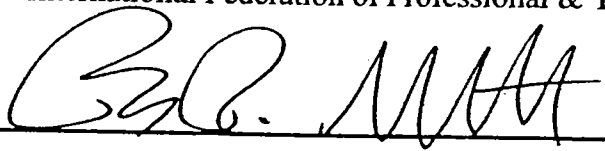
**Subject:**     Definition of Division under Article 23: Reduction in Force

The parties agree that under Article 23, the divisions of Wastewater and Water and Land Resources in the Department of Natural Resources shall be considered a single division.

For King County:

 \_\_\_\_\_ 12-11-98  
Date

For International Federation of Professional & Technical Engineers, Local 17:

 \_\_\_\_\_ 12-11-98  
Date

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

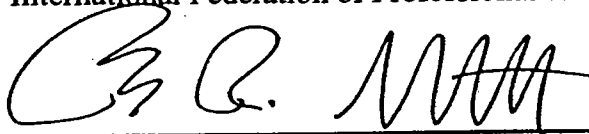
**Subject: Payroll Changes**

The Union agrees that non-FLSA exempt classifications listed on Addendum "A" of the collective bargaining agreement will be compensated and receive accruals on a hourly basis and that the Agreement will be modified to reflect such. The change to a hourly basis shall be enacted at the discretion of the County. Further, 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 an executive policy during the term of the Agreement. The County agrees to meet with the Union and discuss the effect of such change in the event that the change in the payroll process does not include a transition option for employees and the transition creates an undue hardship.

For King County:

 \_\_\_\_\_  
Date 12-11-98

For International Federation of Professional & Technical Engineers, Local 17:

 \_\_\_\_\_  
Date 12-11-98

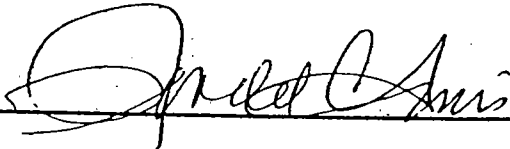


MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS, LOCAL 17(A)


Subject: Vehicle Plan - Runzheimer

The parties agree to the Runzheimer vehicle plan which is attached hereto.

For King County:

  
\_\_\_\_\_ 12-11-98  
Date

For International Federation of Professional & Technical Engineers, Local 17:

  
\_\_\_\_\_ 12-11-98  
Date

## Runzheimer Plan for DDES and DPW Local #17 Employees

- 1.0 Employee Provided Vehicles - With the mutual consent of the employer and the employee, employees may convert to the use of personally owned vehicles in the performance of their duties. Employees proposing to make such a conversion may make a request to the Department Director or his/her designee in writing. The Director (or designee) will make a decision on the employee proposal and provide a written response. All decisions are final. Reversion to the use of County owned vehicles may be made only upon approval of the Department Director and only during the period specified by the Director. Employees with assigned vehicles on the date of the signing of this agreement may remain with such assignments subject to the terms and conditions of Departmental policies as revised.
- 1.0.1 An employee who has converted to the Runzheimer plan may revert to an assigned vehicle provided the individual qualifies for an assigned vehicle. Individuals proposing to revert to an assigned vehicle must provide a written notice during the month of May of each year. The employer will provide a written response to the employee indicating the month in which an assigned vehicle will be provided. In no case shall an assigned vehicle be provided later than the following February 28th.
- 1.1 Parking - Employees who use their personal automobile in the performance of their duties shall be provided free parking during assigned working hours at the Employer's facilities. However, parking shall not be provided to any employee who has been provided with reasonable advance notice that such employee shall not be required to use his automobile in the performance of duties on a particular work day.
- 1.1.1 The parking provided shall be on a space available and weather and surface conditions permitting basis in the Employer designated parking facilities.
- 1.1.2 The Employer shall also pay all reasonable and Employer approved fees up to a maximum of five dollars (\$5.00) per day for parking expenses incurred by employees using their personal automobiles in the performance of their duties in areas distant from Department facilities.
- 1.1.3 If the Employer is unable to provide free parking at its facilities, employees shall be paid the average daily rate prevalent in the commercial parking lots surrounding the area of assignment on the day of the assignment.
- 1.2 Mileage Allowance - Effective January 1, 1995, employees who have been assigned by the Department to use their personal vehicles in the performance of their duties shall be paid an automobile expense allowance by the Employer on the following basis predicated on the basis of a five (5) day workweek schedule:
- a. A minimum fixed amount equal to two hundred seventy-eight dollars and eighty-four cents (\$278.84) per month [1994 rates - will be updated for 1995] for each month in which the employee is assigned by the Department to use his personal vehicle in the performance of his work;

- b. An additional variable amount equal to ten and six-tenths cents (\$.106) per each mile driven by the employee in the performance of his work; and

- 1.2.1 Employees who are required to provide a personal vehicle for use in the service of the Employer and who are assigned to temporary or permanent office duty not requiring the use of their vehicle, shall, upon receipt of a fourteen (14) calendar days notice from the Employer, receive a mileage severance payment equal to one (1) month's fixed amount for the first calendar month of such removal. The first day of removal from mileage shall always coincide with the first calendar day of a month.
- 1.2.2 Employees who voluntarily remove themselves from a position requiring the use of a vehicle shall not be eligible for the above severance payments. "Voluntarily remove" for the purposes of this Section shall mean vacation, leaves of absence, sick leave in excess of two (2) weeks and employee-initiated voluntary transfers to non-driving assignments. Employees removed due to sick leave shall be compensated on the following basis: Paid the full minimum fixed amount plus per mile compensation for the initial month of removal, the full minimum fixed amount plus per mile compensation for the second month of removal, the full minimum fixed amount plus per mile compensation for the third month of removal and no more payments until the employee returns to work. Employees removed for all other employee initiated reasons shall be compensated on the following basis:
- Paid the full minimum fixed amount plus per mile compensation for the first month of removal;
  - Paid the full minimum fixed amount plus per mile compensation for the second month of removal;
  - No more payments until employee returns to driving assignment;
  - Upon return to a driving assignment after the second full calendar month following voluntary removal from a driving assignment, the employee shall be paid a prorated percentage (total number of working days remaining in the month starting with the day of return to a driving assignment ÷ the total number of working days in the subject month x the full minimum fixed amount) plus per mile compensation for the first month of return to a driving assignment.
- 1.2.3 The minimum monthly fixed amount of two hundred seventy-eight dollars and eighty-four cents (\$278.84) shall be adjusted January 1st of each year as advised by Runzheimer International, Inc.
- 1.2.4 The additional variable amount of ten and six-tenths cents (\$.106) per mile shall be adjusted quarterly (January 1st, April 1st, July 1st and October 1st) as advised by Runzheimer International, Inc.
- 1.2.5 The depreciation allowance of one hundred forty-eight dollars (\$148.00) per one thousand (1,000) miles exceeding the average number of miles per year shall be adjusted annually as advised by Runzheimer International, Inc.
- 1.2.6 The expense associated with the subscription to the Runzheimer service shall be borne by the Employer.

- 1.2.7 The standard vehicles used by Runzheimer International, Inc. to establish costs for compensation shall be the make and model of the successful low bid compact car and 4-wheel drive pickup truck established in King County's annual fleet replacement bids (1994 = Sedan; Plymouth Acclaim, 4-dr sedan, 2.5L 4 cyl; Pickup = Chevrolet S-10 4X4). If King County does not conduct a bid process for any year, the successful low bid compact car and pickup truck established in the State of Washington fleet replacement bids shall be used. Runzheimer International, Inc. shall be instructed to use the "standard plan" assumptions in all non-specified factors.
- The amount of work related mileage recognized shall be the average number of miles driven in the service of the Employer by all employees covered under terms of this agreement who were assigned to use their vehicle twelve (12) months during the immediately previous calendar year. The retentional cycle specified shall be four (4) years/sixty thousand (60,000) miles. The percent of fixed cost shall be seventy-one and four tenths percent (71.4%) (five days per week).
- 1.2.8 New employees shall receive a prorated portion of the minimum fixed amount which equals the percentage of work days remaining in the month they are initially assigned to use their personal vehicle.
- 1.2.9 If the Employer agrees to changes in the workweek schedule of other than five days per week, the fixed cost monthly allotment shall be converted to the average percentage of the week an employee reports to work.
- 1.2.10 In any calendar month wherein the employee uses his or her automobile in the performance of his or her job related duties on fifty percent (50%) of the employee's normally scheduled days off, the percentage of the recognized fixed monthly cost to be paid to each such individual shall be adjusted to reflect the increase.
- 1.2.11 Employees whose employment has been terminated for any reason whether voluntary or involuntary shall receive a prorated portion of the minimum fixed amount which equals the percentage of work days said employees were employed in their last month of employment. No further payments shall be made which relate to days or months occurring after the employee's last day of physical presence at work.
- 1.2.12 Assignment of pool vehicles and/or use of personal vehicles on County business shall be at the sole discretion of management. Employees ineligible for assigned vehicles shall not normally be eligible for the Runzheimer plan.
- 1.3 Inoperative Vehicles - In the event an employee's vehicle becomes inoperative during the performance of his duties, the individual may report back to the office that day and perform office assignments as assigned or take vacation for the remainder of the day.
- 1.3.1 The Employer shall reimburse to the employee expenses associated with towing when such towing is the result of road conditions. The Employer shall not reimburse towing expenses when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of same.

- 1.3.2 Employees claiming towing expenses shall submit a receipt for the towing expense which clearly displays the date of subject tow, and a brief written description of the circumstances which led to the need for towing. The decision to reimburse an employee for towing expenses shall be at the sole discretion of management.
- 1.4 Monthly reimbursement under the Runzheimer plan, shall be made monthly in conformance with Internal Revenue Service (IRS) regulations. That amount which is equal to the IRS business expense per mile amount, will not be exposed to taxation. That amount which exceeds the business expenses per mile amount (currently \$0.29) will be exposed to taxation.
- 1.5 Employees will not be compensated for expenses associated with commuting to work. End of the day travel expenses will be computed as follows: The employer will compensate the employee for mileage expenses to the employee's residence or to the employee's office of assignment, whichever is less.

MJF/clc 5/16/95

Attachment C

MEMORANDUM OF AGREEMENT  
BETWEEN  
KING COUNTY  
AND THE  
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS  
LOCAL 17(A)

2002 589

14540

**Subject:** Zoning Technician II and Building Permit Technician II

**History**

- A. The County and the Union have had a long-standing disagreement over the wage rates for the classifications of Zoning Technician II and Building Permit Technician II (hereinafter collectively referred to as "Technicians"). Based on previous market surveys conducted by the County, it concluded Technicians were being paid above market average. Consequently, the County did not agree to demands from the Union for higher wages. The Union disagreed position and with the survey results.
- B. In June 1999 the County and the Union agreed to bargain for wage rates for the new classifications that were developed by the Classification and Compensation Project. In preparing for bargaining, the County gathered market survey data for a number of classifications the Union represents, including the new classifications the Technicians were being allocated to. The initial data collected for the new classifications indicate that their wage rates may be slightly under the market average.
- C. Based on the initial market data related to Technicians, and due to the long historical dispute with respect to said wages, the parties have agreed to the below terms and conditions to rectify this matter on an interim basis.

**Terms and Conditions**

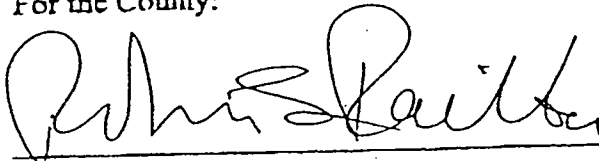
1. The wage rates for the classifications of Zoning Technician II and Building Permit Technician II will be increased by five percent (5%) effective July 1, 1999 and will be effective until such time that the coalition bargaining process is finalized. Employees will be placed in the same pay step they currently enjoy.
2. The final rates of pay for the classifications contained in the coalition bargaining process and other appropriate compensation matters relating to the Technicians will be subject to bargaining in the coalition process agreed to by the parties.
3. The Union agrees to partner with the County in looking how to restructure the permitting process. In addition, the Union agrees to support department efforts to

Memorandum of Agreement  
Permit Technician II and Building Permit Technician II  
Page 2

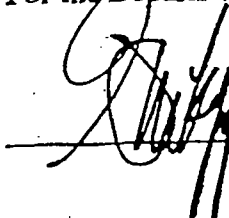
process permits and conduct the work of the department. Such efforts may include but are not limited to: 1) temporarily using Fire Protection Engineers to process fire related permits, 2) development of multi-classification teams, and 3) implementation of "Permit Center Workload" strategies (Attachment A).

- 4. The parties agree to develop a process in which they can discuss other issues pertaining to the permit center.
- 5. The parties agree that this Agreement will not establish a practice or set a precedent. The parties further recognize that the history and events that have led to this Agreement were unusual and that they worked together to arrive at this solution to correct their mutual problems.


For the County:

  
 \_\_\_\_\_ Date 6/30/99

For the Department of Development and Environmental Services:

  
 \_\_\_\_\_ Date 7/2/99

For the Union:

  
 \_\_\_\_\_ Date June 30, 1999

MEMORANDUM OF AGREEMENT  
BETWEEN  
KING COUNTY  
AND  
INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS, LOCAL 17(A)

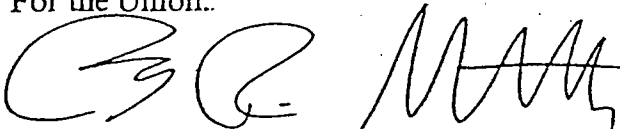
Subject: Ecologist Classification

The parties agree to add the classification of Ecologist to the Wage Addendum of the labor agreement. The 1999 rate of pay for the Ecologist classification shall be as follows:

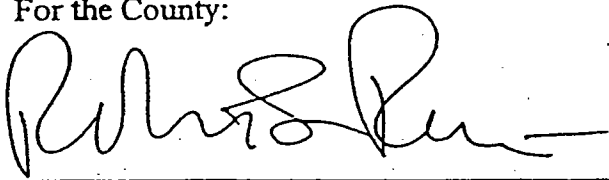
Step 1: \$20.1839  
Step 2: \$21.1334  
Step 3: \$22.1271  
Step 4: \$23.1872  
Step 5: \$24.2915  
Step 6: \$25.4401

This Agreement shall be effective on the date signed by the County and shall remain in effect until December 31, 2000, unless modified by the parties.

For the Union:

 June 18, 1999  
Date

For the County:

 6/18/99  
Date



14540

MEMORANDUM OF AGREEMENT

BETWEEN

KING COUNTY

AND

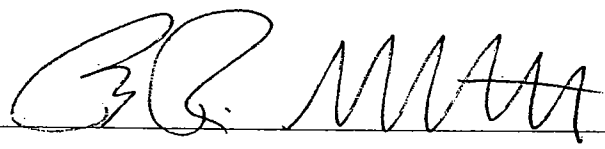
INTERNATIONAL FEDERATION OF PROFESSIONAL

AND TECHNICAL ENGINEERS, LOCAL 17(A)

Subject: Cost of Living Adjustment for 2001

King County and the International Federation of Professional and Technical Engineers, Local 17, agree to increase December 31, 2000 wage rates with the cost of living adjustment of 3.11% effective as of January 1, 2001. This adjustment applies to the represented classifications in the 17A bargaining unit as of December 31, 2000. The cost of living adjustment will be factored into any 2001 wage rate increases that are negotiated between King County and the Union under the Classification/Compensation Project coalition process.

For the Union:



10-19-2000

Date

For King County:



1-11-2007

Date

**MEMORANDUM OF AGREEMENT**  
**by and between**  
**KING COUNTY**  
**and**  
**INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS**  
**LOCAL 17**  
**Representing Employees in the 17A Bargaining Unit**

**SUBJECT: IMPLEMENTATION OF COALITION BARGAINING –**  
**ADMINISTRATIVE SUPPORT SERVICES OCCUPATIONAL GROUP**

King County (County) and International Federation of Professional & Technical Engineers, Local 17 (Union) hereby adopt the "Memorandum of Agreement regarding Wages for Administrative Support Services Occupational Group, by and between King County and Union Bargaining Coalition," (Coalition Agreement document code 000CBU0199) as the agreement of the parties concerning wages for the employees represented by the Union in the Department of Development and Environmental Services. This agreement expiring December 31, 2001 clarifies the time period of 1999 through 2001.

The Coalition Agreement is attached hereto. The parties agree to apply its terms and conditions for bargaining unit employees represented by the Union in job classification titles covered by the Coalition Agreement. The parties understand that all provisions are contingent upon bargaining unit ratification and upon the approval of the Executive and final ratification and funding appropriation by the Metropolitan King County Council.

The County and the Union (parties) therefore have agreed to the following:

***1. New King County Pay Ranges***

The parties agree that the newly adopted classifications shall be compensated at the pay ranges negotiated by and between the parties shown below. These pay ranges are associated with a squared, 10 step wage pay plan. The ranges identified below provide compensation for all duties identified by the classification specification for the position. To the extent an individual previously received premium pay or special duty pay for the performance of duties which are included in the new classification, such duties are fully compensated by the ranges identified below and no additional premium or special duty pay will be provided for the performance of such duties.

<b>Classification Title</b>	<b>Pay Range</b>
<i>Fiscal Specialist I</i>	34
<i>Fiscal Specialist II</i>	38
<i>Fiscal Specialist III</i>	42
<i>Fiscal Specialist IV</i>	47
<i>Administrative Specialist I</i>	33
<i>Administrative Specialist II</i>	37
<i>Administrative Specialist III</i>	41
<i>Administrative Specialist IV</i>	46
<i>Customer Services Specialist I</i>	32
<i>Customer Services Specialist II</i>	36
<i>Customer Services Specialist III</i>	40
<i>Customer Services Specialist IV</i>	45
<i>Technical Information Processing Specialist I</i>	32
<i>Technical Information Processing Specialist II</i>	36
<i>Technical Information Processing Specialist III</i>	40
<i>Technical Information Processing Specialist IV</i>	45
<i>Administrative Office Assistant</i>	29
<i>Revenue Processor</i>	37

## **2. Pay Adjustment and Step Progression**

The 1999 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 1999 and the employee's new pay rate on the new pay range for all hours worked in 1999. This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 1999 cost of living increase.

The 2000 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 2000 and the employee's new pay rate on the new pay range for all hours worked in 2000. This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 2000 cost of living increase.

The 2001 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 2001 and the employee's new pay rate on the new pay range for all hours worked in 2001. This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 2001 cost of living increase.

Following implementation of the new ranges, employees shall progress annually through the salary range assigned to their job classification until they reach the top step of their salary range.

### ***3. Retroactive Pay Adjustment through August 31, 2001***

Appendix A is a list of employees and the specific amount of retroactive payment due each employee. This sum represents the full and final settlement of all claims related to classification and/or compensation issues, including but not limited to working-out-of-class, special duty, acting pay, FLSA designation, overtime compensation, and any other pay related to classification or any claims for classification adjustment except for any pending classification appeal timely filed. Any compensation received for work out-of-class, special duty, acting pay, or other pay related to classification will not be retroactively recalculated based upon the new wage rates.

The data upon which the amounts in Appendix A are based have been reviewed by both parties. The parties understand that these amounts were based upon data available at the time of calculation, are final determinations, and are not subject to further review.

### ***4. Waiver and Complete Agreement***

The parties agree and acknowledge that each has had the opportunity to fully exercise its rights under the law and to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining regarding the implementation of the classification and/or compensation Project allocations and pay ranges. The results of the exercise of those rights and opportunity are set forth in this Agreement. Further, both parties agree that this Agreement represents a complete settlement which fully and finally resolves all of their differences related to Classification/Compensation issues, including but not limited to working out-of-class, special duty, acting pay, FLSA designation, overtime compensation, and any other pay related to classification or any claims for classification adjustment from 1994 forward, except as additional OHRM review is provided for in this Agreement or pursuant to any pending classification appeal timely filed. Therefore, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement and the Unions agree that this Agreement represents the full and entire agreement between the parties on classification and compensation matters.

### ***5. Normal Withholding***

All payments made pursuant to this Agreement shall be subject to regular and legally required withholding.

The retroactive payments made pursuant to this agreement are subject to deductions for purposes of the Public Employment Retirement System (PERS). King County shall be responsible to the Department of Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible to King County for repayment of the employee's share of their PERS contribution. Each individual shall have the PERS employee obligation deducted from the retroactive payment check.

**6. Implementation Schedule**

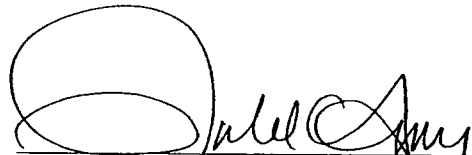
The parties agree to devise a realistic time-table for implementing the Classification/Compensation Project allocations and pay ranges set forth in this Agreement.

**7. Duration of this Agreement**

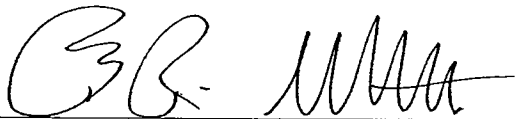
The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2001.

APPROVED this 21 day of November, 2001

By

  
King County Executive

For the Union:

  
International Federation of Professional &  
Technical Engineers, Local 17

11-16-2001  
Date

**14540**

**Memorandum of Agreement**  
Regarding  
**Wages for Administrative Support Services Occupational Group**  
By and Between  
**King County**  
And  
**Union Bargaining Coalition**

WHEREAS King County and the Union Bargaining Coalition, representing International Brotherhood of Teamsters, Local 117; Office & Professional Employees International Union, Local 8; International Federation of Professional & Technical Engineers, Local 17; Service Employees International Union, Public Safety Employees, Local 519; Service Employees International Union, Local 6; and Washington State Council of County and City Employees, have bargained in good faith an agreement on wages and other related provisions;

WHEREAS such bargaining was conducted using a collaborative process designed to meet the interest of the parties, and represents a potential new bargaining direction for the County and its Unions;

WHEREAS the agreement reached by the parties require ratification by each bargaining unit, as part of the ratification process for a new collective bargaining agreement, and the Metropolitan King County Council, therefore,

IT IS HEREBY AGREED that the following provisions represent the agreement reached between King County and the Union Bargaining Coalition:

***Duration of the Memorandum of Understanding Between Parties***

The parties agree that the duration of the Memorandum of Agreement shall be the period January 1, 1999 through December 31, 2001.

### ***Pay Ranges***

The parties agree that the following classifications titles shall be compensated at the pay range and top step pay rates shown below:

<b>Classification Title</b>	<b>Pay Range</b>	<b>1999 Top Step Pay Rate</b>
<i>Fiscal Specialist I</i>	34	\$16.10
<i>Fiscal Specialist II</i>	38	\$17.70
<i>Fiscal Specialist III</i>	42	\$19.43
<i>Fiscal Specialist IV</i>	47	\$21.91
<i>Administrative Specialist I</i>	33	\$15.72
<i>Administrative Specialist II</i>	37	\$17.27
<i>Administrative Specialist III</i>	41	\$18.97
<i>Administrative Specialist IV</i>	46	\$21.38
<i>Customer Services Specialist I</i>	32	\$15.33
<i>Customer Services Specialist II</i>	36	\$16.87
<i>Customer Services Specialist III</i>	40	\$18.53
<i>Customer Services Specialist IV</i>	45	\$20.87
<i>Technical Information Processing Specialist I</i>	32	\$15.33
<i>Technical Information Processing Specialist II</i>	36	\$16.87
<i>Technical Information Processing Specialist III</i>	40	\$18.53
<i>Technical Information Processing Specialist IV</i>	45	\$20.87
<i>Administrative Office Assistant</i>	29	\$14.28
<i>Revenue Processor</i>	37	\$17.27

### ***Effective Date of Pay Range Adjustments and Implementation Bargaining***

The parties agree that the effective date of pay range adjustments shall be January 1, 1998, and that the effective date for bargaining unit employees hired after January 1, 1998 shall be their date of hire.

### ***New King County Pay Plan***

The parties agree that the above classification titles and pay rates will be placed on a squared, 10 step pay plan reflecting a 40 hour pay rate. Bargaining unit (hourly) employees scheduled to work less than 40 hours will be compensated at the appropriate step in the pay range. Future step progression will be provided as outlined in the applicable labor agreement. The 40 hour pay rate under the squared 10 step pay plan will be adjusted by annual cost of living increases provided for in the applicable labor agreement.

### ***Step Placement on King County Pay Plan and Salary Y-Rating/Freeze***

The parties agree that the following provisions apply in determining an employee's appropriate step placement and pay rate for bargaining unit positions:

- When a bargaining unit employee's classification is placed on a new salary range, the employee will be placed on the nearest step in the new range which provides an hourly rate at least 10 cents per hour greater than the employee's then current pay rate.
- When a bargaining unit employee's classification is placed on a new salary range with a top step which is lower than the employee's then current salary, the employee will have his/her then current salary y-rated or frozen. The employee's salary will remain frozen until such time as the application of a cost of living adjustment(s) make the new top step pay rate equal to, or greater than, the employee's y-rated or frozen salary. The employee's pay rate will then be adjusted to the new top step pay rate.

### ***Step Progression***

The parties agree that step progression for bargaining unit employees who are currently at the top of their pay range and who are placed at Step 1 of the higher pay range shall be as follows:

- Employees who have been at Step 10 for over 2.5 years are eligible to progress to Step 2.
- Employees who have been at Step 10 for over 5 years are eligible to progress to Step 3.

### ***1999 Cost of Living Adjustment and Implementation of New Pay Ranges***

#### ***Cost of Living Adjustment***

The parties agree that bargaining unit members shall receive a 2% cost of living increase effective January 1, 1999, consistent with the squared 1999 salary schedule provided that a cost of living increase has not previously been provided to such bargaining unit members.



### ***Retroactive Pay Adjustment***

The parties agree that the retroactive pay adjustment shall be the difference between the employee's old pay rate in effect December 31, 1998 and the employee's new pay rate upon placement on the new pay range for all hours worked in 1998. The 1999 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 1999 and the employee's new pay rate upon placement on the new pay range for all hours worked through time of implementation in 1999.

This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 1999 cost of living increase.

### ***Premium for Participating in Coalition Bargaining***

The parties agree, as a premium for participating in coalition bargaining, that career service bargaining unit employees who are currently employed and who meet one of the following criteria after the application of the 1999 cost of living adjustment will receive a one-time only payment (less legally required withholding) equal to 2% of compensable wages earned during 1998:

1. Employees whose salaries are y-rated or frozen.
2. Employees who are placed at Step 10 of the new pay range.
3. Employees who lose one or more steps (progression) in the new pay range.
4. Employees who are not y-rated or frozen and who are currently compensated at the 35 hour pay rate on the current salary schedule and whose salary will be placed in a pay range based on the market (40 hour) pay rate on the new salary schedule.

### ***Application of Pay Ranges as a Result of Collective Bargaining with Other Union(s)***

Without any value attributed to the above referenced premium, the parties agree that should the County enter into an agreement with a union or otherwise compensate employees in the classifications of Fiscal Specialist I-IV, Administrative Specialist I-IV, Technical Information Processing Specialist I-IV, Customer Services Specialist I-IV and Revenue Processor in any manner greater than those terms of compensation agreed upon for bargaining unit members covered by the Memorandum of Agreement, the Memorandum of Agreement may be reopened by the parties for the purpose of

negotiating the application of the more favorable terms of compensation to bargaining unit members represented by the union bargaining coalition.

### ***Allocations and Establishment of Pay Rates for Temporary Represented Employees***

The parties agree that until such time as temporary positions have been allocated to the above classification titles and appropriate pay rates are established, temporary employees shall continue to receive applicable provisions of their collective bargaining agreement, including step and cost of living increases effective January 1, 1999. Further, the parties agree that temporary represented employees are to be allocated to the new classification titles indicated above.

### ***Review of Allocations for Certain Represented Positions***

#### ***"Pre-Implementation Review"***

The parties agree that the County shall review the allocations of certain represented positions identified by participating Unions as "outliers" as part of the "fine-tuning" process necessary to complete these negotiations. The participating Unions agree to provide a list of "outliers" no later than July 1, 1999. Pay rate adjustments to the new squared 10-step hourly pay grid for classification allocations that are changed as a result of this "pre-implementation" review/fine-tuning will be effective January 1, 1998. The actual implementation of the new classifications will be effective upon ratification of this Memorandum of Agreement by each bargaining unit.

#### ***"Post-Implementation Review"***

The parties agree that in recognition of the effort of the Union Bargaining Coalition on behalf of their respective members to provide equitable application of the Metropolitan King County Council Motion regarding classification/compensation, the County will request that the Personnel Board, consistent with its current and applicable procedures, establish a priority system for addressing classification allocation appeals. The County recognizes that the unions have an uncontested right to appeal classification determinations to the Personnel Board or as otherwise provided in each respective collective bargaining agreement. The priority system to be recommended to the Personnel Board will be as follows:

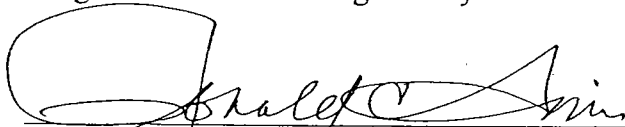
1. Appeals that are already in process under the Classification/Compensation Project Appeals Process.
2. Appeals filed by employees whose salaries have been y-rated or frozen.

3. Appeals filed by employees who are at Step 10 in the new pay range.
4. Appeals filed by employees whose allocation has resulted in a move to a higher step in the new salary schedule from their former step placement under the old salary schedule.
5. Other allocation issues identified by unions on behalf of their bargaining unit members due to demonstrated inequities that have been reviewed by the Union Bargaining Coalition with the Office of Human Resources Management.

THE PARTIES HEREBY AGREE to this Memorandum of Agreement dated as follows:

**King County:**

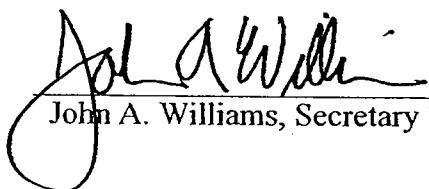
I agree on behalf of King County:

  
\_\_\_\_\_  
Ron Sims, County Executive

4-5-99  
Date

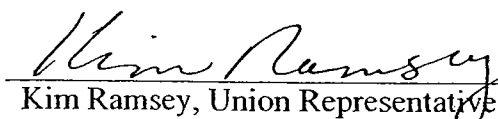
**Union Bargaining Coalition:**

I agree on behalf of  
International Brotherhood of Teamsters, Local 117:

  
\_\_\_\_\_  
John A. Williams, Secretary Treasurer

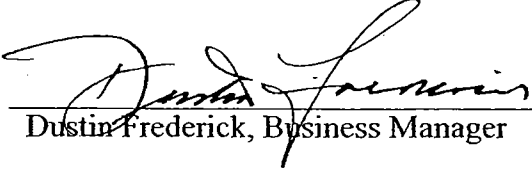
4-5-99  
Date

I agree on behalf of  
International Federation of Professional & Technical Engineers, Local 17:

  
\_\_\_\_\_  
Kim Ramsey, Union Representative

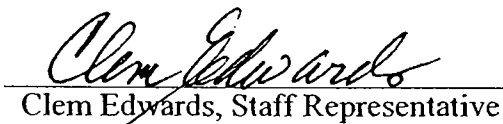
4-5-99  
Date

I agree on behalf of  
Service Employees International Union, Public Safety Employees, Local 519:

  
\_\_\_\_\_  
Dustin Frederick, Business Manager

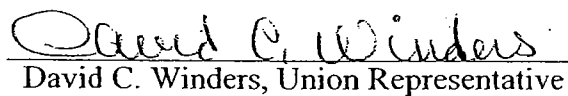
4/5/99  
Date

I agree on behalf of  
Washington State Council of County and City Employees:

  
\_\_\_\_\_  
Clem Edwards, Staff Representative

4/6/99  
Date

I agree on behalf of  
Office & Professional Employees International Union, Local 8:

  
\_\_\_\_\_  
David C. Winders, Union Representative

4-6-99  
Date

I agree on behalf of  
Service Employees International Union, Local 6:

\_\_\_\_\_  
Irene Eldridge, Negotiator

\_\_\_\_\_  
Date