



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 20, 2012

Ordinance 17399

Proposed No. 2012-0266.1

Sponsors Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Professional and Technical Employees, Local
4 17 (Professional and Technical) representing employees in
5 the departments of transportation, and information
6 technology; and establishing the effective date of said
7 agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between
10 King County and Professional and Technical Employees, Local 17 (Professional and
11 Technical) representing employees in the departments of transportation, and information
12 technology, and attached hereto is hereby approved and adopted by this reference made a
13 part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2012, through and including December 31, 2014.
16


Ordinance 17399 was introduced on 7/30/2012 and passed by the Metropolitan King County Council on 8/20/2012, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

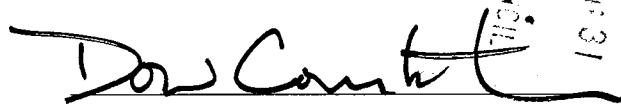

Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 31 day of AUGUST, 2012.


Dow Constantine, County Executive

RECEIVED
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KING COUNTY COUNCIL CLERK

Attachments: A. Agreement by and between King County and the Professional and Technical Employees, Local 17 Department of Transportation

AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
PROFESSIONAL & TECHNICAL
DEPARTMENT OF TRANSPORTATION
2012 – 2014
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AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
PROFESSIONAL & TECHNICAL
DEPARTMENT OF TRANSPORTATION

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the County) and the employees represented by Professional and Technical Employees, Local 17 (hereinafter called the Union). The articles of this Agreement set forth the wages, hours and other working conditions of the bargaining unit employees.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. Recognition. The County recognizes the Union as the exclusive representative of full-time regular, part-time regular, probationary and Term-Limited Temporary employees in the Department of Transportation (DOT) except the Airport, Marine, and Transit Divisions for all classifications listed in the attached Addendum A (Planning Unit), Addendum B (Professional Unit) and Addendum C (C7B IT Unit).

The parties recognize that employees in several of the classifications covered by this agreement have been organizationally transferred and/or will otherwise be affected due to the newly formed King County Department of Information Technology (KCIT). Therefore, during the term of this agreement the parties will open negotiations to address the representational status of affected employees. Until such time as an agreement is reached, those employees will continue to be covered by this Agreement.

Section 2. Good Standing. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective

1 date of this Agreement shall, on the thirtieth (30th) day following the effective date of this
2 Agreement, become and remain members in good standing in the Union, or pay agency fees to the
3 Union to the extent permitted by law. It shall also be a condition of employment that all employees
4 covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective
5 date shall, on the (30th) thirtieth day following the beginning of such employment, become and
6 remain members in good standing in the Union, or pay agency fees to the Union to the extent
7 permitted by law.

8 Provided, however, that nothing contained in this section shall require an employee to join the
9 Union who qualifies for an exemption, in accordance with the procedure set forth in the Washington
10 Administrative Code, based on bona fide religious tenets or teachings that prohibit the payment of
11 dues or initiation fees to Union organizations. Such employee shall pay an amount of money
12 equivalent to regular union dues and initiation fee; said amounts shall be paid to a non-religious
13 charity or to another charitable organization mutually agreed upon by the employee affected and the
14 bargaining representative to which such employee would otherwise pay the dues and initiation fee.
15 The employee shall furnish written proof that such payment has been made.

16 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
17 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
18 of dues and initiation fee or representational fees as certified by the Union and transmit the same to
19 the Union. The Union will indemnify, defend and hold the County harmless against any claims made
20 and against any suit instituted against the County on account of any check-off of dues for the Union.
21 The Union agrees to refund to the County any amounts paid to it in error on account of the check-off
22 provision upon presentation of proper evidence thereof.

23 Provided further that in accordance with various decisions of the United States Supreme Court
24 employees who object to dues and fees being used for union activities not directly related to
25 representation may decline to be members and shall pay an amount of money to the Union that is a
26 reduction of regular dues and initiation fee, as required under the law.

27 **Section 4. Union Security.** Failure by an employee to satisfy the requirements of Section 2
28 above shall constitute cause for dismissal; provided that the County has no duty to act until the Union

1 makes a written request for discharge and verifies that the employee received written notification of
2 the delinquency including the amount owing, the method of calculation, and notification that non-
3 payment after a period of no less than seven (7) days will result in discharge by the County. A copy
4 of each written notification shall be mailed to the County concurrent with its mailing to the employee.

5 **Section 5. New Hires.** The County will require all new employees hired, transferred, or
6 promoted into a position included in the bargaining unit to sign a form (in triplicate), which will
7 inform them of the Union's exclusive recognition. One copy of the form will be retained by the
8 County, one by the employee and the original sent to the Union. The County will notify the Union of
9 any employee leaving the bargaining unit because of termination, layoff, leave of absence or
10 dismissal.

11 **Section 6. Lists.** The County will transmit to the Union, upon request, a current listing of all
12 employees in the unit. Such list shall indicate the name of the employee, wage rate, hire date and job
13 classification.

14 **Section 7. Union Office.** An employee elected or appointed to office in a local of the Union,
15 which requires a part, or all of his/her time shall be given leave of absence without pay upon
16 application, for a maximum of two years.

17 **ARTICLE 3: RIGHTS OF MANAGEMENT**

18 The management of the County and the direction of the work force is vested exclusively in the
19 County subject to the terms of this Agreement. Except to the extent there is contained in this
20 Agreement express and specific provisions to the contrary, all power, authority, rights and
21 jurisdictions of the County are retained by and reserved exclusively to the County, including, but not
22 limited to, the right to manage the work of employees, schedule overtime work, to suspend or
23 terminate for just cause, transfer, and evaluate employees; to determine and implement methods,
24 means and assignments, establish classifications and select personnel by which operations are to be
25 conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** Employees eligible for leave benefits shall be granted holidays with pay as
3 follows:

4		
5	New Year's Day	January 1st
6	Martin Luther King, Jr.'s Birthday	Third Monday in January
7	President's 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	Fourth Friday in November
14	Christmas Day	December 25th
15		

16 and special or limited holidays as declared by the president or governor, and as approved by the
17 Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County
18 Council may determine.

19 **Section 2. Personal Holidays.** Employees eligible for leave benefits shall be granted two
20 personal holidays to be administered through the vacation plan; provided, that the hours granted to
21 employees working less than a full-time schedule shall be prorated to reflect their normally scheduled
22 work week. One day shall be credited to the employee's leave balance on the first of October and one
23 day on the first of November.

24 **Section 3. Holidays Observed.** Whenever a holiday falls on a Sunday, the following
25 Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on
26 the preceding Friday.

27 **Section 4. Pay Status.** An employee must be in a pay status either the employee's scheduled
28 working day before or the employee's scheduled working day after a holiday in order to receive

1 holiday pay. An employee leaving County employment the day prior to the holiday shall not receive
 2 holiday pay; provided, however, that an employee who has successfully completed at least five years
 3 of county service and who retires at the end of a month in which the last regularly scheduled working
 4 day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day
 5 before the day observed as a holiday. Holidays paid for but not worked shall be recognized as time
 6 worked for purposes of determining weekly overtime for FLSA non-exempt employees.

7 **Section 5. Alternate Work Schedules.**

8 A. Holiday pay shall be based on the number of hours the employee would normally
 9 have worked on the day the holiday occurs, up to a maximum of eight (8) hours for leave-eligible
 10 employees with a 40 hour week, or seven (7) hours for leave-eligible employees with a 35 hour work
 11 week. Hourly employees on flex or alternative work schedules may, with the supervisor's approval,
 12 adjust their schedules during a holiday week (such as reverting to a five-day workweek) so as to be
 13 eligible for holiday pay plus all non-holiday work hours for that work week. Part-time leave eligible
 14 employees shall receive pro rated holiday pay based on their normal hours of work per week in
 15 relation to a full-time schedule of 35 or 40 hours.

16 B. Hourly employees on alternative work schedules/flextime (working four days in
 17 five, or nine days in ten) who take holiday time off in excess of the 7 or 8 hours of holiday provided,
 18 and who do not adjust their work schedules as provided in A. above shall make up the difference
 19 using accrued vacation time or leave without pay.

20 C. Work performed on holidays by FLSA non-exempt employees shall be paid at one
 21 and one-half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday
 22 pay prorated in accordance with their regular schedule. For example:

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

1 **ARTICLE 5: VACATION**

2 **Section 1.** Employees eligible for leave benefits shall be granted vacations with pay as
3 follows:

4

Full Years of Service	Maximum Total Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26	30

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A. Vacation accrual rates for an employee who works other than the full time schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled work week.

B. Employees eligible for vacation leave shall accrue vacation leave from their date of hire in a benefit eligible position.

C. Employees eligible for vacation leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position, and if they leave County employment prior to successfully completing their

1 first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.
2 However, such employees may be eligible to use accrued vacation leave for family care as provided
3 by Washington State law, or may, at the Division Director's discretion, use any accrued vacation as
4 an extension of sick leave.

5 D. Employees eligible for leave shall not use or be paid for vacation leave until it has
6 accrued and such use or payment is consistent with the provisions of this Article.

7 E. No employee eligible for leave shall work for compensation for the County in any
8 capacity during the time that the employee is on vacation leave.

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

14 G. If an employee resigns from a benefit eligible position or is laid off and
15 subsequently returns to County employment within two (2) years from such resignation or layoff, as
16 applicable, the employee's prior County service shall be counted in determining the vacation leave
17 accrual rate under Section 1.

18 H. Benefit eligible employees may accrue up to sixty (60) days vacation leave,
19 prorated to reflect their normal work schedule. Such employees shall use vacation leave in excess of
20 the maximum accrual amount prior to December 31 of each year. Failure to use vacation time in
21 excess of the maximum accrual amount will result in forfeiture of the excess vacation leave unless the
22 appointing authority has approved a carryover of such vacation leave because of cyclical workloads,
23 work assignments or other reasons as may be in the best interests of the County.

24 **Section 2. Vacation Payout.** Benefit eligible employees shall be paid for accrued vacation
25 leave to their date of separation up to the maximum accrual amount if they have successfully
26 completed their first six (6) months of County service. Payment shall be the accrued vacation leave
27 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
28 mandatory withholdings.

1 This vacation leave payout is subject to any determination by bargaining unit members to have
2 their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement
3 as a result of length of service, as set forth in the King County Code. Such determination is
4 applicable to all members of the bargaining unit.

5 **Section 3. Use of Vacation.** FLSA exempt employees may use vacation leave in increments
6 of not less than one (1) day. FLSA non-exempt employees may use vacation leave in one-half (1/2)
7 hour increments, at the discretion of the appointing authority.

8 **Section 4. Vacation Donation.** Any benefit eligible employee who has completed at least
9 one (1) year of service may donate to any other benefit eligible employee a portion of his or her
10 accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving
11 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time
12 rate.

13 Vacation donations are strictly voluntary. Employees are prohibited from offering or
14 receiving monetary or any other compensation in exchange for donating vacation hours. The number
15 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

16 Donated vacation must be used within ninety (90) calendar days. Donated vacation not used
17 within ninety days or due to the death of the receiving employee shall revert to the donor.

18 Donated vacation is excluded from vacation payoff provisions.

19 **ARTICLE 6: SICK LEAVE**

20 **Section 1. Sick Leave Accrual.** A benefit eligible employee shall accrue sick leave benefits
21 at the rate equal of 0.04616 hours for each hour on regular pay status exclusive of overtime up to a
22 maximum of ninety-six (96) hours per year; except that sick leave shall not begin to accrue until the
23 first of the month following the month in which the employee commenced employment. The
24 employee is not entitled to sick leave if not previously earned. There shall be no limit to the hours of
25 sick leave benefits accrued by an eligible employee.

26 **Section 2. Uses of Sick Leave.**

27 **A.** Sick leave may be used for the following personal reasons:

28 **1.** An employee's personal illness or injury; provided, that an employee who

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suffers an occupational illness or injury may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

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

- a) An employee injured on the job may not simultaneously collect sick leave and worker's compensation time loss payments in a total amount greater than the net regular pay of the employee;
- b) An employee may not collect sick leave for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

3. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick leave prior to taking an unpaid leave of absence for such disability.

- 4. An employee's exposure to contagious diseases and resulting quarantine;
- 5. An employee's medical, dental, or optical appointments, provided, that the employee's immediate supervisor has approved the use of sick leave for such appointments;

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

- a) The child is under the age of eighteen, or is more than 18 years old but is incapable of self-care due to mental or physical disability;
- b) The employee is the natural parent, step-parent, adoptive parent, legal guardian, foster-care parent, or other person having legal custody and control of the child;
- c) The employee's child or the child of an employee's domestic partner has a health condition requiring the employee's personal supervision during the hours of his/her absence from work;
- d) The employee actually attends to the child during the absence from work;

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

1
2 8. Leave eligible employees shall receive and expend sick leave benefits
3 proportionate to the employee's regular workday. For example: If a regular part-time employee
4 normally works four (4) hours per day and the department's normal work day is eight (8) hours, the
5 employee will receive four (4) hours of sick leave benefits for the month. Employees shall be entitled
6 to use sick leave in the maximum amount of three (3) days for each instance where such employee is
7 required to care for immediate family members who are seriously ill. There shall be no limit on the
8 use of sick leave to care for children under Section 2. A. 6. of this Article.

9 B. Sick leave may also be used to care for other family members if:
10 1. The family member is the employee's spouse or domestic partner, the

11 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
12 parent of the employee's spouse or domestic partner, any person for whose financial or physical care
13 the employee is principally responsible, or any person who was in loco parentis to the employee; and
14 the reason for the leave is one of the following:

15 a) The birth of a son or daughter and care of the newborn child, or
16 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve months
17 of the birth, adoption, or placement;

18 b) To care for the employee's child, or child of the employee's spouse
19 or domestic partner whose illness or health condition requires treatment or supervision by the
20 employee;

21 c) Care of a family member who suffers from a serious health
22 condition as defined in the King County Personnel Guidelines.

23 C. To the extent that Washington State law provides more extensive benefits for use
24 of paid leave for family care, the Union and County agree that state law shall prevail.

25 **Section 3. King County Family and Medical Leave.** An employee may take up to eighteen
26 (18) weeks of unpaid leave for his/her own serious health condition, and for family reasons as
27 provided for in Section 2 above, within a twelve (12) month period (In accordance with the King
28 County Personnel Guidelines). The leave may be continuous (which is consecutive days or weeks),
or intermittent (which is taken in whole or partial days as needed). Intermittent leave is subject to the

1 following conditions:

2 A. When leave is taken after the birth or placement of a child by adoption or foster
3 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by
4 the employee's appointing authority;

5 B. An employee may take leave intermittently or on a reduced schedule when
6 medically necessary due to a serious health condition of the employee or family member of the
7 employee. If this leave is foreseeable based on planned medical treatment, the Department Director
8 or his/her designee may require the employee to transfer temporarily to an available alternate position
9 for which the employee is qualified and that has equivalent pay and benefits and that accommodates
10 recurring periods of leave than the employee's regular position.

11 Use of donated leave shall run concurrently with the eighteen-week family medical leave
12 entitlement. The County shall continue its contribution toward health care benefits during any unpaid
13 leave taken under this Section.

14 **Section 4. Federal Family and Medical Leave Entitlement.** In accordance with the King
15 County Personnel Guidelines, an eligible employee may take up to twelve (12) weeks of leave for
16 his/her own serious health condition (as defined by the King County Personnel Guidelines), and for
17 the birth or placement by adoption or foster care of a child, or for the serious health condition of an
18 immediate family member, within a twelve (12) month period. The leave may be continuous (which
19 is consecutive days or weeks), or intermittent (which is taken in whole or partial days as needed).

20 **Section 5. Return from Approved Family and Medical Leave.** An employee, who returns
21 from unpaid family or medical leave within the time provided for in this Article, is entitled to the
22 same position she/he occupied when the leave commenced or a position with equivalent status,
23 benefits, pay and other terms and conditions of employment.

24 Failure to return by the expiration date of the leave of absence may be cause for removal, and
25 may result in termination of the employee from County service.

26 **Section 6. Use of Vacation Leave.** An employee who has exhausted all of his/her sick leave
27 may use accrued vacation leave as sick leave before going on leave of absence without pay, if
28 approved by his/her immediate supervisor. An employee may use accrued vacation leave for a

1 qualifying event under the Washington Family Care Act.

2 **Section 7. Sick Leave Donations.** Any leave eligible employee who maintains a sick leave
3 accrual balance of one hundred (100) hours may donate to any other leave eligible employees a
4 portion of his or her accrued sick leave upon written notice to the donating and receiving employees'
5 department director(s). Sick leave hour donations are strictly voluntary. No employee may donate
6 more than twenty-five (25) hours of his/her accrued sick leave in a calendar year, to a specific
7 individual. Employees are prohibited from offering or receiving monetary or any other compensation
8 in exchange for donating sick leave hours.

9 Donated hours shall be converted to a dollar value based upon the donor's straight time hourly
10 rate.

11 Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not
12 used within ninety days (90) or due to the death of the receiving employee shall revert to the donor.

13 Donated sick leave hours are exempt from sick leave payoff provisions.

14 **Section 8. Sick Leave Use.** Sick leave may be used by hourly employees in one-half (1/2)
15 hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick
16 leave in increments of one (1) full workday.

17 **Section 9. Verification of Sick Leave.** Division management is responsible for the proper
18 administration of sick leave benefits. In cases where management has documentation to support a
19 history of excessive or patterned absenteeism, an employee may be put on written notice by the
20 Division Manager/designee that for a period not to exceed six (6) months, all sick leave usage by the
21 employee will require medical verification. The County agrees to re-open this section upon request
22 by the Union if, during the term of this Agreement, the Joint Labor Management Insurance
23 Committee reaches an agreement on the subject of medical verification of sick leave usage.

24 **Section 10. Sick Leave Upon Separation.** Separation from King County employment,
25 except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick
26 leave currently accrued to the employee. Should the employee resign in good standing and return to
27 the County within two (2) years, accrued sick leave shall be restored.

28 **Section 11. Sick Leave Cash Out.** Employees eligible to accrue sick leave, who have

1 successfully completed at least five (5) years of County employment, and who retire as a result of
2 length of service or who terminate by reason of death, shall be paid or their estates paid or as
3 provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their
4 unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of
5 leaving County employment less mandatory withholdings.

6 All payments shall be made in cash, based on the employee's hourly rate of pay, and there
7 shall be no deferred sick leave reimbursement.

8 This sick leave cash-out is subject to any determination by bargaining unit members to have
9 their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement
10 as a result of length of service, as set forth in the King County Code. Such determination is
11 applicable to all members of the bargaining unit.

12 **ARTICLE 7: LEAVES**

13 Employees who are eligible for leave benefits will be granted the following leaves:
14 **Section 1. School Volunteering.** Employees may use up to three (3) days of sick leave per
15 calendar year for the purpose of volunteering in a school, in accordance with existing County policies
16 and practices.

17 **Section 2. Leave of Absence Without Pay.** If a leave of absence is taken in conjunction
18 with a workers' compensation claim, no authorization for the leave is required. Except as otherwise
19 provided under Article 6 (Sick Leave) and Article 7, Section 3 (Military Leave). All other leaves of
20 absence without pay are administered as follows:

21 **A.** An employee eligible for leave benefits may take a leave of absence without pay
22 for less than thirty (30) days if authorized in writing by the employee's appointing authority.

23 **B.** An employee eligible for leave benefits may take a leave of absence without pay
24 for more than thirty (30) calendar days if authorized in writing by the employee's appointing authority
25 and the Director.

26 **C.** Leaves of absence without pay will be for periods not to exceed one (1) year.
27 However, the appointing authority may, in special circumstances, grant an extension beyond one (1)
28 year.

1 D. An employee who is on a leave of absence without pay will not accrue vacation or
2 sick leave. In addition, leaves of absence in excess of thirty (30) days, except for family or medical
3 leave, or military leave will result in the loss of paid health and other insured benefits.

4 E. If a leave of absence without pay was granted to an employee for the purpose of
5 recovering health, the appointing authority will require the employee to submit a physician's
6 statement concerning the employee's ability to resume duties before allowing the employee to return
7 to work.

8 F. An employee who is on a leave of absence without pay may return from the leave
9 before its expiration date if the employee provides the appointing authority with a written request to
10 that effect at least fifteen (15) days before resuming duties.

11 G. Failure to return to work by the expiration date of a leave of absence without pay
12 will result in the employee's automatic termination from county employment.

13 H. A leave of absence without pay may be revoked by the appointing authority if the
14 appointing authority learns that the leave of absence was requested and granted under false pretenses,
15 or that the need for such leave of absence has ceased to exist.

16 I. When a leave of absence without pay is used in conjunction with paid leave time,
17 the paid leave time must be used first.

18 J. Employees who wish to complete educational programs may request a leave of
19 absence without pay for this purpose.

20 **Section 3. Military Leave of Absence.** A leave of absence for active military duty or active
21 military training duty will be granted to eligible employees in accordance with County policy and
22 applicable state and federal laws.

23 **Section 4. Jury Duty.** If an employee eligible for leave benefits is called for jury duty, then
24 the employee will be entitled to regular pay for all workdays that the employee misses due to jury
25 duty. The employee should deposit his or her jury duty fees, excluding mileage, with the Finance and
26 Business Operations Division of the Department of Executive Services. Employees must contact
27 their supervisor when dismissed from jury duty during regularly scheduled working hours and may be
28 required to report back to work.

1 **Section 5. Authorized Leave Due to Inclement Weather or Safety Concerns.**

2 A. Where a department director officially closes operations in his/her department
3 because of adverse weather conditions, or orders employees to leave the premises because of safety
4 concerns, all non-essential employees who are scheduled to work will be paid for the normally
5 scheduled work day. This applies to affected overtime exempt as well as hourly employees. Only
6 hours actually worked will be used to determine overtime eligibility for the week.

7 1. Employees who previously request and have been approved for time off
8 (e.g., vacation or sick leave, compensatory time-off, leaves of absence) will have hours deducted from
9 their accruals as approved.

10 2. Essential employees who are scheduled to work but do not because of
11 adverse weather conditions may use accrued vacation or comp time (hourly employees) or accrued
12 vacation or executive leave (FLSA exempt employees), or the time will be charged as leave-without-
13 pay for the scheduled work day. A department director or his or her designee shall make the
14 determination as to which employees are essential and, consequently, which employees are required
15 to report for work despite emergency conditions.

16 B. Where a department, office or facility remains open but weather conditions prevent
17 an employee from reporting to work, the following will apply:

18 1. The employee will notify his or her supervisor as soon as possible.

19 2. The employee may request, and the supervisor may approve, the use of
20 compensatory time, vacation time, or leave without pay to cover absences due to inclement weather.
21 Sick leave may not be used to cover absences due to inclement weather.

22 **Section 6. Organ Donor Leave.** An employee who is eligible for leave benefits may take
23 five (5) days paid leave to participate as a donor in a life-giving or life-saving procedure (for example,
24 bone marrow transplants, kidney transplants, and blood transfusions). The paid leave will not be
25 charged to family leave, sick leave, vacation leave or leave of absence without pay. There must be
26 reasonable expectation that the employee's failure to participate may result in serious illness, injury,
27 pain, or the eventual death of the identified recipient. The employee must take the following steps:

28 A. Give the appointing authority reasonable advance notice of the need to take time

1 off.

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

5 Time off from work that exceeds five (5) working days is subject to other leave provisions of
6 this Agreement.

7 **Section 7. Bereavement Leave.**

8 A. A leave-eligible employee is entitled to three (3) days paid bereavement leave for
9 each occurrence of death of a member of the employee's immediate family. If an employee requests
10 more time, up to an additional three (3) days may be used from the employee's sick leave balance.

11 B. Immediate family means any of the following relatives of the employee,
12 employee's spouse or employee's domestic partner: spouse, domestic partner, grandparent, parent,
13 child, sibling, child-in-law, parent-in-law, and grandchild. Also included is any person for whose
14 financial or physical care the employee is principally responsible, or any person who was in loco
15 parentis to the employee.

16 C. In the application of any of the foregoing provisions, holidays or regular days off
17 falling within the prescribed period of absence shall not be charged bereavement leave entitlements.

18 **Section 8. Executive Leave.** The nature of the work of many employees represented by this
19 Agreement sometimes requires them to be on-call for significant periods of time and to work, on an
20 on-going basis, substantially in excess of the standard work schedule for other County employees.
21 FLSA-exempt employees shall receive up to 3 days of executive leave per year according to the
22 following provisions:

23 A. Non-probationary employees who are employed in a bargaining unit position on or
24 before April 30 shall be allowed three days of Executive Leave for use during that calendar year;
25 those employees who become non-probationary in a bargaining unit position on or after May 1, but
26 before September 1, shall be allowed two days Executive Leave for use during that calendar year.

27 B. Those who become non-probationary employees in a bargaining unit position on or
28 after September 1 will not be guaranteed Executive Leave for use during that year, but it may be

1 granted at the discretion of management.
2 C. Executive Leave will not be guaranteed to a probationary employee or to an
3 employee whose most recent performance evaluation has an overall rating less than satisfactory, but
4 may be granted at the discretion of management;

5 Bargaining unit employees shall also be eligible for up to 7 additional days of executive leave
6 pursuant to Executive Policy PER 8-1-2. All other FLSA-exempt employees may be granted up to a
7 maximum of ten (10) days annually executive leave pursuant to Executive Policy PER 8-1-2, when
8 authorized by their immediate supervisor. Executive leave must be used in the payroll year it was
9 granted and cannot be carried into the next payroll year or cashed-out.

10 Section 9. Promotional Examinations. Benefit eligible employees will be entitled to
11 necessary time off with pay in order to take county qualifying or promotional examinations. This will
12 include time required to complete any required interviews, scheduled during the employee's working
13 hours. This does not include time required to complete questionnaires.

14 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

15 Section 1. COLA. The parties are signatories to the Memorandum of Agreement by and
16 between King County and the King County Coalition of Labor Unions Addressing the 2011 Budget
17 Crisis, therefore, the parties agree that wages will be increased by the percentage amounts shown
18 below:

19 **2012 COLA**

20 Employees shall be eligible to receive 90% of the annual average growth rate of the bi-
21 monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
22 Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no
23 ceiling.

24 **2013 COLA**

25 Employees shall be eligible to receive 95% of the annual average growth rate of the bi-
26 monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
27 Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no
28 ceiling.

1 **2014 COLA**

2 Employees shall be eligible to receive 95% of the annual average growth rate of the bi-
3 monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
4 Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no
5 ceiling.

6 The parties agree when significant shifts in economic and fiscal conditions occur during the
7 term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an
8 increase in the King County unemployment rate of more than 2 percentage points compared with the
9 previous year or a decline of more than 7%, in County retail sales as determined by comparing current
10 year to previous year. Data will be derived from Washington State Department of Revenue. By no
11 later than July 30th of each year of this agreement, the county will assess whether the economic
12 measurements listed above trigger contract reopeners on COLA for the subsequent year.

13 **Section 2. Salary Schedule.** Step progression and placement will be on the even-numbered
14 steps of the County's Ten Step Squared Pay Schedule. Career Service employees shall progress on
15 January 1st of each year (provided they have completed their probationary period). Employees in the
16 Planning Unit will progress annually to the next even-numbered step to Step 10. Employees in the
17 Professional Unit will progress annually on even-numbered steps to Step 4 and after that on the basis
18 of merit they will progress to the next even-numbered step to Step 10. All new employees shall be
19 hired in at Step 2 or a higher even-numbered step at management's discretion. Term Limited
20 Temporary employees may progress to the next even-numbered step on the employee's anniversary
21 date at management's discretion. Employees will be paid at the ranges set out in Addendum A,
22 Addendum B, and Addendum C.

23 **Section 3. Merit Pay.** Employees who are at the top step of their salary range will be eligible
24 annually for a merit increase of either 2.5% or 5% above the top step, at the County's discretion.
25 Employees are eligible for the merit increase who have achieved a performance rating of
26 "outstanding" (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

27 An employee's performance rating and a decision to grant a merit increase is not subject to the
28 grievance and arbitration provisions of Article 12, Dispute Resolution Procedures.

1 **Section 4. Probation.** The length of an employee's probation shall be six (6) months.
2 However, the County can extend an employee's probation up to an additional six (6) months with
3 notice to the Union. Consistent with the definition of "probationary employee" and "probationary
4 period" contained in the King County Personnel Guidelines Section 11, during probation, an
5 employee is "at will" during his/her probation and probationary terminations are not subject to the
6 grievance and arbitration provisions of this Agreement. All new employees will progress to step four
7 (4) at the successful completion of probation, unless the employee was hired at higher than Step 2, in
8 which case progression is at the discretion of the Division Manager.

9 **Section 5. Reopener.** During the term of this Agreement, the parties may agree to enter into
10 coalition negotiations covering multiple bargaining units regarding total compensation. The parties
11 acknowledge that any results of those negotiations may apply to employees covered by this
12 Agreement during its term.

13 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

14 **Section 1. Work Week.** For employees who are overtime eligible the standard work week
15 shall consist of between thirty-five (35) to forty (40) hours within a seven (7) consecutive day period,
16 exclusive of lunch periods. The parties agree the County will not require modification of an
17 employee's schedule to avoid overtime.

18 **Section 2. Alternative Work Schedules.** Alternative work schedules and telecommuting
19 schedules may be established in accordance with Executive policy PER 18-1 (AEP), May 28, 1990,
20 Re: Alternative Work Schedules, as amended. The County and the Union agree that alternative work
21 schedules may be established that are mutually agreed upon. When a supervisor establishes a
22 schedule change or determines how to respond to an employee request for an alternative work
23 schedule, he/she must consider information provided about the employee's child care and other
24 family and transportation needs in making the decision.

25 **Section 3. Overtime.** Overtime eligible employees shall be compensated at the overtime rate
26 for all hours worked in excess of forty (40) hours in one workweek, or work on a holiday. Overtime
27 may be paid as compensatory time at the rate of time and one-half, if requested by the employee and
28 approved by the supervisor, pursuant to County policy.

1 **Section 4. FLSA Exempt.** Employees exempt from the Federal Fair Labor Standards Act are
 2 covered under the King County Executive Leave Pay and Leave Practices for Executive
 3 Administration and Professional Employees policy (Executive Policy PER 8-1-2), as amended and
 4 are expected to work the hours necessary to perform their jobs. It is understood by the County and
 5 the Union that FLSA exempt employees will be treated in accordance with applicable wage and hour
 6 laws.

7 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

8 Health Benefits are negotiated and established by the Joint Labor Management Insurance
 9 Committee (JLMIC). The Union and the County agree to incorporate changes to employee insurance
 10 benefits as a result of the agreement of the Joint Labor Management Insurance Committee.

11 **ARTICLE 11: MISCELLANEOUS**

12 **Section 1. Mileage Reimbursement.** All employees who have been authorized to use their
 13 own transportation on County business shall be reimbursed at the rate established by County Council
 14 action.

15 **Section 2. Training Opportunities.** The County recognizes the benefit of training and will
 16 provide information and access to training opportunities for employees within budgeted
 17 appropriations. The County may provide employees release time to attend training programs that will
 18 be beneficial to their job performance.

19 **A. Training Costs/Reimbursement.** An employee who takes individual classes or
 20 courses which management determines to be job-related may be eligible to receive reimbursement
 21 from the County for up to 100% of the class or course fees. If the County requires attendance at such
 22 training programs, the County will pay the expenses incurred. The decision to provide any
 23 reimbursement or initial course approval rests solely with the Division Manager. Training may
 24 include courses, conferences, workshops and other professional networking opportunities.

25 **B. Tuition Reimbursement.** An employee may receive up to 50% tuition
 26 reimbursement for successful completion of continuing education classes. To be eligible for tuition
 27 reimbursement:

- 28 1. The employee must have worked for the County for the previous twelve

1 (12) months.

2 2. The employee must obtain prior approval from his/her supervisor and the
3 Division Manager; if approved, the manager will indicate the amount of reimbursement for which the
4 employee is eligible.

5 3. In the opinion of the employee's supervisor and the Division manager, the
6 course will increase the employee's competence, growth, effectiveness in his/her present position
7 and/or prepare the employee for future promotional opportunities.

8 4. The employee must receive a grade of "C" or better. When the course does
9 not require a formal system of grading, an official record of satisfactory completion from the
10 institution must be submitted.

11 Tuition reimbursement is limited to tuition, laboratory fees and textbooks. All fees, expenses
12 are paid by the employee. The decision to provide any reimbursement or initial course approval rests
13 solely with the Division Manager.

14 **Section 3. Bus Passes.** The Employer will provide all benefit eligible employees with bus
15 passes at no cost in accordance with current practice and County ordinance.

16 **Section 4. Technological Changes.** The effects of County implementation of new
17 technologies that affect working conditions, wages, and hours of work will be negotiated with the
18 Union.

19 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

20 **Section 1. Grievance.** King County recognizes the importance and desirability of settling
21 grievances promptly and fairly in the interest of continued good employee relations and morale and to
22 this end the following procedure is outlined. To accomplish this, every effort will be made to settle
23 grievances at the lowest possible level of supervision.

24 A. Grievances may be heard on County time and no employee shall receive
25 compensation beyond normal working hours while attending grievance meetings. Employees are not
26 authorized to attend grievance preparation meetings on County time.

27 B. Employees will be unimpeded and free from restraint, interference, coercion,
28 discrimination or reprisal in seeking adjudication of their grievances.

1 **Section 2. Definition.** A grievance is an allegation by a party to this Agreement of a
2 violation or misapplication of rights, benefits or conditions of employment as contained in this
3 Agreement. Grievances of written and verbal reprimands cannot be submitted to Step 4 of this
4 Grievance Procedure.

5 **Section 3. Grievance Procedure.**

6 **Step 1 - Supervisor.** A grievance shall be verbally presented by the aggrieved
7 employee and his/her representative, if the employee wishes, within fifteen (15) working days of the
8 date when the employee could reasonably be expected to know of the basis for a grievance, to the
9 employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the
10 matter and notify the employee within ten (10) working days. If a grievance is not presented in
11 writing to the next level within ten (10) working days thereafter, it shall be presumed resolved.

12 **Step 2 - Division Manager.** If after thorough discussion with the supervisor, the
13 grievance has not been satisfactorily resolved at Step 1, the employee and his/her representative shall
14 reduce the grievance to writing and present it to the Division Manager/designee for investigation,
15 discussion, and written reply. The grievance must: a) fully describe the facts as they are understood
16 and how the employee was affected, b) set forth the Article(s) and Section(s) of the Agreement
17 allegedly violated, and c) specify the remedy or solution being sought by the employee filing the
18 grievance. The Division Manager/designee shall make his/her written decision available to the
19 aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher
20 level within the following ten (10) working days, it shall be presumed resolved.

21 **Step 3 - Labor Relations Director or designee.** If the decision of the Division
22 Manager/designee has not resolved the grievance, the grievance along with supporting documentation
23 may be presented to the Director of the Office of Labor Relations or designee for review. The
24 Director or designee may request information in addition to that in the grievance file and will
25 determine the scope and method of the review. The Director or designee shall render a decision
26 within ten (10) working days of his/her receipt of the grievance file. If the grievance is not pursued to
27 the next higher level within ten (10) working days, it shall be presumed resolved.

28 **Step 4 - Arbitration.** If the decision of the Director or designee does not resolve the

1 grievance, either party may request arbitration within twenty (20) working days of receipt of the Step
 2 3 decision. If Arbitration has been timely requested, the parties may, by mutual agreement, attempt to
 3 mediate the matter through an Alternative Dispute Resolution process, as described in Section 7 of
 4 this Article. County initiated grievances may be filed at this step. Should arbitration be necessary
 5 either after an attempt to mediate the dispute or directly after Step 3 of the grievance process, the
 6 County and the Union shall select a third disinterested party to serve as an arbitrator. In the event that
 7 the County and the Union are unable to agree upon an arbitrator, then the arbitrator shall be selected
 8 from a panel of five arbitrators furnished by the American Arbitration Association or the Federal
 9 Mediation and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be
 10 selected from the list by both the County representative and the Union, each alternately striking a
 11 name from the list until only one name remains. The party to strike first shall be determined by a coin
 12 toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render
 13 a decision promptly and the decision of the arbitrator shall be final and binding on both County and
 14 the Union. No matter may be arbitrated which the County, by law, has no authority over, has no
 15 authority to change, or has been delegated to any civil service commission or personnel board, as
 16 defined in RCW 41.56.

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

20 **Section 5. Costs.** Each party to an arbitration proceeding shall bear their own costs, expenses
 21 and fees associated with the arbitration including attorney's fees regardless of outcome, except that
 22 the arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by
 23 both County and the Union.

24 **Section 6. Work Stoppage.** There shall be no strikes, cessation of work or lockout during
 25 such conferences or arbitration.

26 **Section 7. Optional Mediation.** If a grievance was not successfully resolved after Step 3 of
 27 the above grievance process, the County and the Union may agree to attempt to mediate the matter
 28 through an Alternative Dispute Resolution (ADR) process. The County and the Union agree to utilize

1 the County's ADR Office or other mutually acceptable mediator, and will attempt to conclude this
2 process within twenty (20) working days of the decision to mediate.

3 A. If the matter is resolved, the grievance will be withdrawn.

4 B. If the matter is not resolved, the grievance may be moved to arbitration provided
5 the moving party notifies the other within ten (10) work days of concluding the meditation process.

6 C. Discussions during the mediation process, including offers to settle the matter, will
7 not be used as evidence or referred to if the grievance is moved to arbitration.

8 **Section 8. Unfair Labor Practice.** The County and the Union agree that thirty (30) days
9 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
10 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
11 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
12 relief for the alleged Unfair Labor Practice.

13 **Section 9. Time Limits.** Time Limits set forth in this Article may be extended by mutual
14 agreement.

15 **Section 10. Temporary Employees.** Probationary, provisional, and term-limited employees
16 are employed at will and cannot use the procedures of this Article to grieve a job separation.

17 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

18 The County or the Union shall not unlawfully discriminate against any individual with respect
19 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
20 national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical
21 disability.

22 **ARTICLE 14: SAVINGS CLAUSE**

23 Should any part hereof or any provision herein contained be rendered or declared invalid by
24 reason of any existing or subsequently enacted legislation or by any decrees of a court of competent
25 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
26 remaining portions hereof, provided, however, upon such invalidation the County and the Union
27 agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or
28 provisions shall remain in full force and effect.

ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. Penalty. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the division manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his automatic resignation became effective.

Section 2. Union Responsibility. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section 3. Consequences. Any employee who commits any act prohibited in this section will be subject in accord with the County's Work Rules to the following action or penalties:

A. Discharge.

B. Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 16: WAIVER AND COMPLETE AGREEMENT

The County and the Union acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees 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.

1 **ARTICLE 17: DISCIPLINE AND EMPLOYEE RIGHTS**

2 **Section 1. Just Cause.** No career service employee shall be disciplined except for just cause.

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

6 **Section 3. Progressive Discipline.** The parties agree that in their respective roles primary
7 emphasis shall be placed on preventing situations requiring disciplinary actions through effective
8 employee-management relations. The primary objective of discipline shall be to correct and
9 rehabilitate, not to punish or penalize. Counseling and warnings (whether issued in writing or
10 verbally) are not considered discipline and shall not be grievable.

11 **Section 4. Employee Files.** The employee and/or representative may examine the
12 employee's personnel file(s) if the employee so authorizes in writing. Material placed into the
13 employee's files(s) relating to job performance shall be brought to his or her attention. The employee
14 shall have the right to insert documentation into the file(s) that responds to said material.
15 Unauthorized persons shall not have access to employee files or other personal data relating to their
16 employment except as required by law.

17 **ARTICLE 18: WORK OUTSIDE OF CLASSIFICATION AND RECLASSIFICATION**

18 **Section 1. Work Outside of Classification Defined.** It is understood by the County and the
19 Union that an employee may be assigned in writing by the division manager or designee to perform
20 the preponderance of duties of a higher classification or as a lead worker. The notice will state
21 beginning and expected end date of the assignment. The County agrees that employees will not be
22 required to perform a preponderance of the duties of a higher job classification except when assigned
23 and compensated as provided in this Article.

24 For purposes of this Article, a lead worker is one who assigns, schedules, directs and checks
25 work of others, who may be in the same classification.

26 **Section 2. Compensation.** An employee assigned to a higher classification shall be paid at
27 the first step of the pay range assigned to the higher classification or the equivalent of two pay steps
28 higher than the employee's current step, whichever is greater, for all time spent while so assigned.

1 Compensation for a lead worker will be a five per cent (5%) increase above the employee's current
2 rate of pay, for all time spent while so assigned. An employee will continue to receive step increases
3 according to the Salary Schedule. If the current rate of pay includes merit pay above Step 10 of the
4 employee's current pay range, the compensation for work in a higher classification or lead will be
5 based on the merit pay rate. At the conclusion of the assignment to a higher classification, the
6 employee will be placed on the step of the pay range of the employee's regular classification that the
7 employee would occupy if the employee had remained in the regular classification.

8 **Section 3. Classification.** The County shall furnish the Union with classification
9 specifications for classifications in the bargaining unit. The County will provide the Union with
10 notice of proposed revisions to said specifications, and will negotiate the effects of classification
11 revisions if the Union requests.

12 **Section 4. Reclassification Request.** If there has been a gradual accretion or a significant
13 change in an employee's duties and responsibilities over a period of twelve (12) months or longer, the
14 employee or the division director may request a review of the classification by the Human Resources
15 Director. No employee shall submit a reclassification request if it has been less than one (1) year
16 since the date of a previous classification determination. An employee who is assigned and
17 compensated to perform the duties of a position in a higher classification during a leave of absence of
18 the regular incumbent in the position is not eligible to submit a request for a classification review.

19 Requests for reclassification must be submitted on the County's Position Description
20 Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her
21 supervisor for review and comment. The supervisor will review and comment within thirty (30)
22 calendar days, and then forward the form to the division manager. The division manager shall have
23 thirty (30) days to review and comment and forward the form to the Human Resources Division
24 (HRD) of the Department of Executive Services.

25 If the supervisor or division manager has any disagreement with the information provided on
26 the form by the employee, the supervisor or division manager will discuss this disagreement with the
27 employee prior to forwarding the form to HRD.

28 **Section 5. Reclassification date.** If HRD determines that an employee should be

1 reclassified, the reclassification will be effective the date the PDQ was submitted to the employee's
2 supervisor.

3 **Section 6. Classification Appeals.** If the employee or division manager disagrees with the
4 determination of HRD, the employee or manager may request a review by the HRD Director or
5 designee.

6 **Section 7. Classification Dispute Resolution.** If the Union disagrees with the classification
7 decision of the HRD Director or designee, the Union may, within thirty (30) days of the date of the
8 HRD Director/designee's decision, submit the matter to a mutually acceptable neutral third party. If
9 the County and the Union are unable to agree on a neutral third party, an arbitrator will be selected as
10 provided in Article 12, Section 3. The third party will determine whether the employee's position is
11 appropriately classified, or if not, will determine the appropriate classification for the position within
12 the existing classification system. The decision of the neutral will be binding on the parties.

13 **Section 8.** The County is considering changing the methodology for conducting classification
14 reviews requested by an employee. It is agreed that any changes would be subject to bargaining to the
15 extent required by law.

16 **ARTICLE 19: LABOR MANAGEMENT COMMITTEE**

17 The County and the Union agree to establish a joint labor-management committee (LMC) for
18 the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices,
19 lawsuits and disciplinary matters are not subjects for discussion for the LMC. The County and the
20 Union also understand that the LMC is not a substitute for bargaining and has no authority to amend
21 the contract. Meetings will be held as needed and may be called by either party. The party requesting
22 the meeting will be responsible for coordinating the meeting. The Union and County will co-chair
23 the meeting and will determine the appropriate participants, not to exceed four (4) for either party.

24 **ARTICLE 20. SENIORITY AND LAYOFF/RECALL**

25 **Section 1. Seniority.** Seniority shall be established for all employees as of the date of the
26 signing of this Agreement, as listed in the attached Addendum D for the Planning Unit, Addendum E
27 for the Professional Unit, and Addendum F for the C7B IT Unit. Seniority will accrue for all service
28 time in a position covered by this Agreement.

1 A. Employees appointed to a position covered by this Agreement after the date of
2 signing shall accrue seniority from the date of appointment.

3 B. An employee who leaves the bargaining unit for any reason (except termination for
4 just cause) shall retain his/her layoff seniority in the bargaining unit covered by this contract for one
5 year. If the absence is for educational purposes, seniority will be reinstated if the employee returns to
6 the bargaining unit within two (2) years.

7 C. Employees from the PTE Local 17 Transit Professional and Technical Unit, will
8 retain their seniority should they move into a position within the Planning Unit covered by this
9 Agreement.

10 **Section 2. Notice to Union.** When the elimination of a position will result in an employee
11 being laid off, the County will provide written notice to the Union and the affected employee at least
12 ninety (90) calendar days prior to the effective date of the layoff.

13 **Section 3. Order of Layoff.** In the event of a reduction in force, layoffs shall be by position.
14 The positions to be eliminated will be at the sole discretion of management.

15 **Section 4. Placement in Vacancy.** The County and Union will meet and jointly endeavor to
16 find ways to minimize, or eliminate, the number of employees who must be laid off. The County will
17 attempt to place an employee scheduled for layoff in an available vacant position within King County
18 if she/he meets the minimum qualifications. If there is more than one available position which the
19 employee is qualified, the County will consider the employee's preference for making the placement.
20 The employee may decline placement into a different classification or division and elect to bump as
21 described in Section 5.

22 **Section 5. Bumping.** A career service employee who is not placed as described under
23 Section 4, may elect to bump an employee with the least seniority within the same classification
24 series within his/her layoff group, provided she/he meets the minimum knowledge, skills and ability
25 to do the job of the employee to be bumped. The employee must notify the designated County
26 representative of his/her wish to exercise the bumping option within five (5) working days after
27 receiving the layoff notice. The employee who wishes to bump must have more seniority than the
28 employee to be bumped.

1 Layoff groups are: Community Relations, Public Affairs, Fleet Administration, Airport
2 Division, Roads Services Division, C7B IT Unit, and DOT Director's Office. The order of bumping
3 will be as follows:

4 A. The first option will be the least senior employee in the laid off employee's job
5 classification, within the same layoff group. If the laid off employee does not meet the minimum
6 knowledge, skills and abilities to perform the job assignments of the least senior, the employee may
7 bump the next least senior in the job classification within the layoff group, provided the employee
8 meets minimum knowledge, skills and abilities to perform the job assignments.

9 B. Bumping shall not result in a promotion.

10 C. If there is more than one employee who is being laid off at one time, the order of
11 bumping starts with the most senior employee.

12 D. An employee may bump an employee in a lower classification within his/her same
13 classification series within his/her layoff group if the employee meets the minimum knowledge, skills
14 and ability to do the job, if there is no bumping option in the laid off employee's same job
15 classification. In the event that the laid off employee does not meet the minimum knowledge, skills
16 and abilities to perform the job assignments of the least senior, the employee may bump the next least
17 senior provided the employee meets the minimum knowledge, skills and abilities.

18 E. If an employee is deemed qualified to bump into a position as provided in this
19 Section, and does not exercise the option to bump, the employee will forgo the right to bump and will
20 not be entitled to bump the next least senior employee instead.

21 **Section 6. Recall.** All bargaining unit employees who are laid off, whose hours of work are
22 reduced involuntarily, or who accept a position with a lower pay range in lieu of layoff, shall be
23 placed on a bargaining unit recall list for two years from the date of layoff. Recall to the job
24 classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A
25 laid off employee may be involuntarily removed from the recall list after the expiration of two years
26 from the date of layoff, or if the employee does not accept re-employment within the bargaining unit
27 in a similar position/job classification, except for bona fide reasons. Refusal to accept re-employment
28 in a position with a lower salary range or with fewer working hours than the employee held at the

1 time of layoff shall not be cause for removal from the recall list.

2 When the County is filling a bargaining unit position and there are laid-off employees who
3 have held such positions within the previous (5) five years, the position will be offered to such
4 employees, provided the former bargaining unit member submits an application and demonstrates that
5 he/she meets the current qualifications for the position to be filled. If there is more than one
6 employee in such situation, the hiring authority will decide which employee will be offered the
7 position.

8 **Section 7. Unsuccessful Placement.** When a laid-off employee applies for, or is referred to,
9 a position and such employee is unsuccessful in obtaining the position, the employee will be provided
10 with the rationale for non-selection, interview and test scores, and any other documentation used to
11 make the determination.

12 **Section 8. Reinstatement.** An employee who is recalled from layoff within two years will
13 have all unpaid sick leave balances; seniority and vacation leave accrual rates restored.

14 **Section 9. Outplacement.** The County will provide outplacement services for employees
15 who have been notified of their impending layoff and who have not yet been placed into another
16 comparable King County position as provided under Sections 4, 5, and 6 of this Article. Each
17 affected employee will be allowed to access such outplacement services for a period of one (1) year
18 following receipt of their notice of layoff, or until recalled, or to a maximum expenditure of \$2,500,
19 whichever comes first.

20 **ARTICLE 21: UNION REPRESENTATION**

21 **Section 1. Union Representative Visits.** Authorized representatives of the Union may, after
22 notifying the County official in charge, visit the work location of employees covered by this
23 Agreement at any reasonable time for the purpose of investigating grievances, but shall not conduct
24 Union business on County time.

25 **Section 2. Member Access.** Authorized representatives of the Union may have reasonable
26 access to its members in County facilities for transmittal of information or representation purposes
27 before work and during lunch breaks or other regular breaks as long as the work of the County
28 employees and services to the public are unimpaired.

1 **Section 3. Stewards.** The Union shall have the right to appoint stewards within Sections and
2 locations where its members are employed under the terms of this Agreement.

3 **Section 4. Employee Rights.** It shall be a violation of this Agreement to directly or
4 indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees
5 in the free exercise of their right to organize and designate representatives of their own choosing for
6 the purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

7 **Section 5. Communications.** The County agrees to permit the Union to post on County
8 bulletin boards the announcement of meetings, election of officers, and any other Union material,
9 provided there is sufficient space. The employer agrees to permit the Union shop stewards and
10 business representatives to post on County bulletin boards the announcement of meetings, election of
11 officers, and any other Union material, providing there is sufficient space, beyond what is required by
12 the County for "normal" business operations.

13 **ARTICLE 22: CONTRACTING OUT**

14 The County agrees not to contract out the work normally performed by members of the
15 bargaining unit if the contracting out of such work eliminates or reduces the normal workload of the
16 bargaining unit unless such elimination is de minimis. Prior to any contracting out, the County agrees
17 to inform the Union of its intent and the Union shall have the opportunity to discuss whether the work
18 to be contracted out could be completed within the bargaining unit as part of the normal workload.

19 **ARTICLE 23: LATERAL TRANSFER**

20 **Section 1.** Prior to the initiation of any competitive process to fill a vacant bargaining unit
21 position, regular employees of the bargaining unit holding the same classification as that of the vacant
22 position shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral
23 transfers shall be accomplished pursuant to the following procedure:

- 24 A. Notification of the vacancy shall be provided to all regular bargaining unit
- 25 employees whose classification is the same as that of the vacant position and thus eligible for lateral
- 26 transfer considerations. Notification to bargaining unit employees will be via the Public Folder
- 27 accessed through the King County e-mail system and posted on designated Local 17 bulletin boards.
- 28 B. Eligible regular employees expressing interest in a lateral transfer shall be

1 interviewed by the manager/designee.

2 C. If none of the interested eligible regular employees are selected for lateral transfer,
3 the position will be filled through the County's hiring processes.

4 D. Interested eligible regular employees who are not selected through the lateral
5 transfer process may apply for the position during the competitive examination process.

6 **Section 2.** Nothing in this Agreement restricts the manager/designee from transferring an
7 employee to another work unit within the department to meet business needs.

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1 **ARTICLE 24: DURATION**

2 This Agreement shall become effective upon the conclusion of the approval process by King
3 County Council and covers the period January 1, 2012 through December 31, 2014.

4 Contract negotiations for the period beginning January 1, 2015 may be initiated by either party
5 providing to the other written notice of its intention to do so prior to that date. It is the goal of both
6 County and the Union to conclude negotiations prior to expiration of this Agreement.

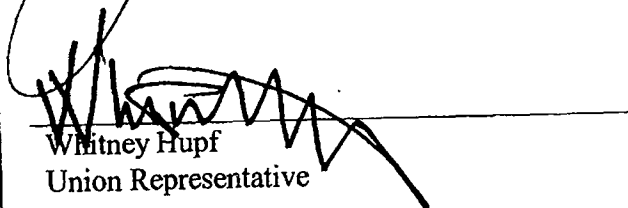
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8 APPROVED this 19 day of July, 2012.

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10 By: 
11 King County Executive

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16 Professional And Technical Employees,
17 Local 17:

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20 Joseph I. McGee
Executive Director

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22 

23
24 Whitney Hupf
Union Representative

cba Code: 046

Union Code(s): C7, C7A, C7B

ADDENDUM A

PLANNING UNIT CLASSIFICATIONS AND PAY RANGES

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range on Squared Salary Plan
2421100	241603	Transportation Planner I	53
2421200	241706	Transportation Planner II	58
2421300	241803	Transportation Planner III	63
2421400	241906	Transportation Planner IV	68
2501100	252106	Communications Specialist I	51
2501200	252212	Communications Specialist II	54
2501300	252310	Communications Specialist III	58
2501400	252407	Communications Specialist IV	64
2216100	225702	Grant Specialist	52
2216200	225802	Grant Analyst	56
2216300	225902	Grant Administrator	65
2217100	226002	Grant Supervisor	68
7222300	723604	Photographer - Lead	54

1 cba Code: 046

Union Code(s): C7, C7A, C7B

2 ADDENDUM B

3 PROFESSIONAL UNIT CLASSIFICATIONS AND PAY RANGES

4 Job Class Code	5 PeopleSoft Job Code	6 Classification Title	7 Pay Range on Squared Salary Plan
8 2810000	281104	Administrative Staff Assistant	48
9 2810100	281211	Administrator I	50
10 2810200	281311	Administrator II	56
11 2810300	281411	Administrator III	63
12 2810400	281511	Administrator IV	68
13 2131100	214103	Business and Finance Officer I	53
14 2131200	214202	Business and Finance Officer II	58
15 2131300	214306	Business and Finance Officer III	62
16 2131400	214408	Business and Finance Officer IV	67
17 2441100	243105	Project/Program Manager I	53
18 2441200	243204	Project/Program Manager II	58
19 2441300	243308	Project/Program Manager III	63
20 2441400	243402	Project/Program Manager IV	68

cba Code: 046

Union Code(s): C7, C7A, C7B

ADDENDUM C

C7B IT UNIT CLASSIFICATIONS AND PAY RANGES

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range on Squared Salary Plan
7320200	734509	Applications Developer - Journey	60
7320300	734605	Applications Developer - Senior	65
7320400	734705	Applications Developer - Master	70
7321200	734711	Database Administrator - Journey	62
7321300	734910	Database Administrator - Senior	67
7321400	735010	Database Administrator - Master	72
7319200	734209	Database Specialist - Journey	55
7319300	734310	Database Specialist - Senior	60
7319400	734409	Database Specialist - Master	65
7322100	735109	GIS Specialist - Entry	55
7322200	735211	GIS Specialist - Journey	60
7322300	735310	GIS Specialist - Senior	65
7322400	735409	GIS Specialist - Master	70
7331100	736309	IT Project Manager I	67
7331200	736409	IT Project Manager II	72
7332100	736607	IT Supervisor I	72
7323100	735508	IT Systems Specialist - Entry	51
7323200	735610	IT Systems Specialist - Journey	56
7323300	735708	IT Systems Specialist - Senior	61
7323400	735808	IT Systems Specialist - Master	66
7311200	731711	LAN Administrator - Journey	56
7311300	731812	LAN Administrator - Senior	61
7311400	731911	LAN Administrator - Master	66
7313200	732708	Systems Engineer - Journey	62
7313300	732805	Systems Engineer - Senior	67
7313400	732905	Systems Architect	72
7316200	733908	Website Developer - Journey	58
7316300	734009	Website Developer - Senior	63
7316400	734108	Website Developer - Master	68

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28**ADDENDUM D****PLANNING UNIT SENIORITY AND LAYOFF GROUPS**

Last	First	Seniority Date	Classification
<u>Community Relations Layoff Group</u>			
Clemenger	Anna	12/12/2002	Communications Specialist III
DeForest	Ashley	4/12/2010	Communications Specialist III
Martin	DeAnna	2/1/2011	Communications Specialist III
Phillips	Jackie	1/1/2008	Communications Specialist III
Driggs	Sarah	6/11/2007	Communications Specialist IV
<u>Public Affairs Layoff Group</u>			
Reichmann	Matthew	9/25/2006	Communications Specialist III
Ogershok	Rochelle	2/24/1986	Communications Specialist IV
Thielke	Linda	5/26/1998	Communications Specialist IV
<u>DOT Directors Office Layoff Group</u>			
Sellhast	Charlene	7/12/2011	Administrator I
Nguyen	Dan-Thanh (Dawn-Thanh)	9/28/2010	Grants Analyst
Heffernan	Peter	2/8/1999	Grants Administrator
Morrison	David	2/16/1999	Grants Administrator
Porter	Debbie	1/22/1978	Grants Administrator
Ahrens	Ned	4/2/2008	Lead Photographer
Edwards	Wesley	5/12/2008	Transportation Planner II
Takamine	Paul	8/11/2001	Transportation Planner III
Marks	Sally	1/11/1992	Transportation Planner IV
<u>Roads Services Layoff Group</u>			
Oxholm	Susan	1/1/2009	Grants Administrator
Grimes	Aaron	4/1/1990	Transportation Planner III
Ishimaru	Jim	6/2/1986	Transportation Planner III
Shively	John	6/1/1987	Transportation Planner III
Gualtieri	David	6/16/1983	Transportation Planner IV
Mark	David	9/7/1978	Transportation Planner IV

ADDENDUM E

PROFESSIONAL UNIT SENIORITY AND LAYOFF GROUPS

Last	First	Seniority Date	Classification
<u>DOT Director's Office Layoff Group</u>			
Switaj	Rebecca	5/24/2010	PPM III
<u>Fleet Administration Layoff Group</u>			
Holley	Noel	3/2/2009	Administrator III
<u>Roads Services Layoff Group</u>			
Graham	Michelle	10/10/1994	Admin Staff Assistant
Van Horn	Maria	1/14/1980	Administrator III
Marquez	Ray	4/21/2003	BFO II
Truong	Yung	10/7/1991	BFO II
Walsh	Marc	9/22/2003	BFO II
Walsh	John	9/8/2008	BFO II
Lundquist	Jodi	8/24/2010	BFO II
Harris	Sue	1/29/2001	BFO III
Schantz	Barbara	11/1/2001	BFO III
Foote	Mark	4/2/1992	BFO IV
McKinley	Judith	10/21/2008	BFO IV
Bass	Mary	1/1/2001	PPM II
Franz	Yvette	3/1/2002	PPM II
McWilson	Glenn	5/30/2008	PPM II
Thomas-Clark	Julie	6/12/1989	PPM II
Barga	Lydia	8/1/1988	PPM III
Christianson	Margo	4/9/2001	PPM III
Donato	Florencia	3/1/1991	PPM III
Escudero	Lisa	11/16/2004	PPM III
Hartwell	David	1/29/1996	PPM III
Iwatani	Elvie	7/13/2005	PPM III
Lucash	Stephanie	4/1/2005	PPM III
Minichillo	Thomas	1/3/2006	PPM III
Sugui	Rey	2/2/1998	PPM III
Walsh	Sue	9/16/2004	PPM III
Ziegman	Sue	5/1/1988	PPM III
Blackburn	Bill	1/1/1990	PPM IV
Coltrane	Mary	9/9/1997	PPM IV
Harvey	Ruth	6/25/2001	PPM IV
<u>TLT's</u>			
Wade	Penny	1/1/2010	PPM III

ADDENDUM F
IT UNIT SENIORITY AND LAYOFF GROUPS

Last	First	Seniority Date	Classification
<u>C7B IT Layoff Group</u>			
Baldrige	Joy	4/3/2002	Applications Developer Senior
Gulelat	Tefera W	3/11/1996	Applications Developer Senior
Lesh	Ben	5/2/2007	Applications Developer Senior
Malcolm	Robert R	7/1/1999	Applications Developer Senior
Odden	Pam	10/22/2007	Applications Developer Senior
Phan-Ba	Phi	10/1/2002	Applications Developer Senior
Self	Anita M	2/18/1986	Applications Developer Senior
Sohn	Lois B	7/1/1999	Applications Developer Senior
White	Ursula D	3/6/1996	Applications Developer Senior
Bingham	Stephen	9/6/2011	Applications Developer Senior
Chiang	Chuang-Chang	3/16/2011	Applications Developer Master
Trantina	Robert	6/9/2008	Applications Developer Master
Hastings	David	3/30/1987	Database Administrator Senior
Fu	Baiwei	9/10/2007	Database Administrator Senior
Moos	David	1/31/2007	Database Administrator Senior
Riley	Darrel W	2/2/1999	Database Administrator Senior
Schaible	Todd A	5/6/1991	Database Administrator Senior
Schneider	Dale J	6/25/1984	Database Administrator Senior
Owen	Lisa	8/10/1998	GIS Specialist Master
Kozleski	Matthew	8/25/2008	GIS Specialist Journey
Bui	Trang H	10/1/1992	GIS Specialist Senior
Goerlitz	Gunnar	11/10/1983	GIS Specialist Senior
Delahanty	Mary	4/20/1992	IT Systems Specialist Journey
Reynolds	Tedi C	8/26/1991	IT Systems Specialist Journey
Bryant	Dean	7/17/1989	IT Systems Specialist Senior
Stark	Steven	4/19/1996	IT Systems Specialist Senior
Plute	Daniel	5/15/2006	IT Systems Specialist Master
Abanes	Joel	3/21/2001	IT Systems Specialist Master
Plank	Jennifer	3/1/2005	LAN Administrator Journey
Assefa	Wubeshet	6/16/1997	LAN Administrator Journey
Coffing	Steven C	7/1/1998	LAN Administrator Journey
Frank	Rose A	5/5/1997	LAN Administrator Journey
McLean	David	3/1/1992	LAN Administrator Journey
Pennington	Cathy L	6/11/1999	LAN Administrator Journey
Strauss-Waller	Maida	11/20/1995	LAN Administrator Journey
Baker	Mindy	3/11/1996	LAN Administrator Senior

Last	First	Seniority Date	Classification
Kniss	Steve	9/13/2000	LAN Administrator Senior
Sampson	Angie	3/29/1990	LAN Administrator Senior
Truong	Hong	9/16/2003	LAN Administrator Senior
Heifner	Weylin	6/14/2002	LAN Administrator Senior
DeBerry	Bruce	1/29/1996	LAN Administrator Senior
Faris	Steve M	1/1/1997	LAN Administrator Senior
Paris	Jeffery	5/20/1998	LAN Administrator Senior
Ferland	Mike	4/16/1984	LAN Supervisor
Kamin	Marcia	2/9/1990	LAN Supervisor
Abraha	Paulos	4/4/1994	Systems Engineer Senior
Bendana	Harvey	2/1/2010	Systems Engineer Senior
Menghi	Mark A	6/13/1988	Systems Engineer Senior
Wilson	Tammie	5/18/1992	Systems Engineer Senior
Roads Services Layoff Group			
Ooka	Kathy	6/16/1980	Database Specialist Senior
Scanlon	Jodi	8/25/1998	Database Specialist Senior
Campeau	Rebecca	3/30/1998	GIS Specialist Journey
Bach	James	9/20/2010	GIS Specialist Journey
Gregg	Jeffrey	10/11/1999	GIS Specialist Senior
Castle	Lisa	8/10/1998	GIS Specialist Master
Davis	Tamara	11/11/1994	IT Project Manager II
Pope	Matt	8/9/1999	IT Project Manager II
Crippen	Mike	6/28/1993	IT Project Manager I
Clark	Harry	10/1/1990	IT Supervisor I
Kulish	Mike	4/16/1999	IT Supervisor I
Vitali	Stephanie	7/12/1990	Web Developer Senior