



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 16, 2002

Ordinance 14541

Proposed No. 2002-0590.1

Sponsors Constantine, Phillips and Pullen

1 AN ORDINANCE approving and adopting the
2 memorandum of understanding extending for six months
3 the collective bargaining agreement negotiated by and
4 between King County and International Federation of
5 Professional and Technical Engineers, Local 17 (Section
6 Managers) representing employees in the department of
7 transportation and the department of natural resources and
8 parks.

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11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The memorandum of understanding extending for six months the
13 terms and conditions of the collective bargaining agreement negotiated between King
14 County and International Federation of Professional and Technical Engineers, Local 17
15 (Section Managers), representing employees in the department of transportation and the
16 department of natural resources and parks and attached hereto is hereby approved and
17 adopted by this reference made a part hereof.

18 SECTION 2. Terms and conditions of said agreement shall be effective from
19 January 1, 2003, through and including June 3, 2003.
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Ordinance 14541 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

APPROVED this 18 day of December 2002.



Ron Sims, County Executive

RECEIVED
2002 DEC 19 PM 3:10
KING COUNTY COUNCIL
CLERK

Attachments A. Memorandum of Understanding- Extension of the 17X Collective Bargaining
Agreement, B. Previous Collective Bargaining Agreement, C. Previous Addendum A

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

SUBJECT: Extension of the 17X Collective Bargaining Agreement

The parties hereby agree that the terms of the 17X collective bargaining agreement shall be extended to cover the time period of January 1, 2003 through June 30, 2003. 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

AGREEMENT BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL UNION 17, SECTION MANAGERS
AND
KING COUNTY

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

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

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

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

20 **2.2.2** Failure by an employee to abide by the above provisions shall constitute cause for
21 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the
22 Union shall provide the employee and the County with thirty (30) days notification of the Union's
23 intent to initiate discharge action, and during this period the employee may make restitution in the
24 amount which is overdue.

25 **2.3 Dues Deduction** - Upon receipt of written authorization individually signed by a
26 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
27 of dues as certified by the secretary of the Union and shall transmit the same to its treasurer.
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1 **2.4 Indemnification** - The Union will indemnify and hold the County harmless against any
2 claims made and against any suit instituted against the County on account of any check-off of dues for
3 the Union. The Union agrees to refund to the County any amounts paid to it in error on account of
4 the check-off provision upon presentation of proper evidence thereof.

5 **2.5 Employee List** - The County will transmit to the Union, upon request, a current listing of
6 all employees in the bargaining unit. Such list shall indicate the name of the employee, position, job
7 classification, department and/or unit.

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

2 **3.1 Rights of Management** - The management of the County and the direction of the work
3 force is vested exclusively in King County, except as may be limited by the express written terms of
4 this Agreement. All matters, including but not limited to, the right to hire, appoint, promote,
5 discharge for cause, improve efficiency, train, assign and direct the work force, develop and modify
6 classification specifications, allocate positions to those classifications, determine work schedules,
7 determine location of facilities, contracting out of work, and determine methods, processes and means
8 for providing services, may be administered for its duration by the County in accordance with such
9 policy or procedures as from time to time may be determined.

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

1 **ARTICLE 4: HOLIDAYS**

2 **4.1 Holidays** - Regular, probationary, provisional and term-limited temporary employees,
3 shall be granted the following holidays with pay:

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HOLIDAYS	
New Year's Day	January 1st
Martin Luther King, Jr., Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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

20 **4.2 Day of Observance** - For holidays falling on a Saturday, the Friday before shall be
21 observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as
22 the holiday.

23 **4.3 Personal Holidays** - Personal holidays shall be administered through the vacation plan.
24 One (1) day shall be available for use on the first of October and one (1) day on the first of November
25 of each year. These days shall be used in the same manner as any vacation day earned.

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1 **ARTICLE 5: VACATIONS**

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

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

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

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

1 **5.2 Payoff** - Employees shall not be eligible to take or be paid for vacation leave until they
2 have successfully completed their first six (6) months of County service, and if they leave County
3 employment prior to successfully completing their first six (6) months of County service, shall forfeit
4 and not be paid for accrued vacation leave. Employees shall be paid for accrued vacation leave to
5 their date of separation up to the maximum accrual amount if they have successfully completed their
6 first six (6) months of County service. Payment shall be the accrued vacation leave multiplied by the
7 employee's regular rate of pay in effect upon the date of leaving County employment less mandatory
8 withholdings.

9 **5.3 Scheduling** - The manager/designee shall be responsible for establishing a vacation
10 schedule in such a manner as to achieve the most efficient functioning of the division.

11 **5.4 Maximum Accrual** - Employees may accrue up to sixty (60) days vacation pro-rated to
12 reflect their normally scheduled work-day. Employees shall use vacation leave beyond the maximum
13 accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the
14 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount
15 unless the manager/designee has approved a carryover of such vacation leave because of cyclical
16 workloads, work assignments or other reasons as may be in the best interests of the County.

17 **5.5 Use of Vacation** - Employees shall not use or be paid for vacation leave until it has
18 accrued and such use or payment is consistent with the provisions of this Article.

19 **5.5.1** No employee shall work for compensation for the County in any capacity during the
20 time that the employee is on vacation leave.

21 **5.6 Separation** - In cases of separation from County employment by death of an employee
22 with accrued vacation leave and who has successfully completed his/her first six (6) months of
23 County service, payment of unused vacation leave up to the maximum accrual amount shall be made
24 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

25 **5.7 Reemployment** - If a regular employee resigns from County employment or is laid off
26 and subsequently returns to County employment within two (2) years from such resignation or lay off,
27 as applicable, the employee's prior County service shall be counted in determining the vacation leave
28 accrual rate under 5.1.

1 **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

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

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

1 augment time loss payments with the use of accrued sick leave.

2 **6.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
3 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
4 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
5 eighty (80) hours of accrued sick leave.

6 **6.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
7 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
8 by his/her manager/designee.

9 **6.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

10 **6.10.1** The employee's bona fide illness; provided, that an employee who suffers an
11 occupational illness may not simultaneously collect sick leave and worker's compensation payments
12 in a total amount greater than the net regular pay of the employee;

13 **6.10.2** The employee's incapacitating injury, provided that:

14 A. An employee injured on the job may not simultaneously collect sick leave and
15 worker's compensation payments in a total amount greater than the net regular pay of the employee;
16 though an employee who chooses not to augment his/her worker's compensation time loss pay
17 through the use of sick leave will be deemed on unpaid leave status;

18 B. An employee who chooses to augment workers compensation payments with the
19 use of accrued sick leave will notify the workers compensation office in writing at the beginning of
20 the leave;

21 C. An employee may not collect sick leave and worker's compensation time loss
22 payments for physical incapacity due to any injury or occupational illness which is directly traceable
23 to employment other than with the County.

24 **6.10.3** Exposure to contagious diseases and resulting quarantine.

25 **6.10.4** A female employee's temporary disability caused by or contributed to by pregnancy
26 and childbirth.

27 **6.10.5** The employee's medical, ocular or dental appointments, provided that the employee's
28 manager/designee has approved the scheduling of sick leave for such appointments.

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

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

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

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

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

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

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

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

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

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

26 Intermittent leave is subject to the following conditions:

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

1 only if authorized by the employee's manager/designee.

2 **6.11.2 Reduced Schedules** - An employee make take leave intermittently or on a reduced
3 schedule when medically necessary due to a serious health condition of the employee or family
4 member of the employee; and

5 **6.11.3 Temporary Transfer** - If an employee requests intermittent leave or leave on a
6 reduced leave schedule, under 6.10.7, B. above, that is foreseeable based on planned medical
7 treatment, the manager/designee may require the employee to transfer temporarily to an available
8 alternative position for which the employee is qualified and that has equivalent pay and benefits and
9 that better accommodates recurring periods of leave than the regular position of the employee.

10 **6.12 Concurrent Time** - Use of donated leave will run concurrently with the eighteen (18)
11 workweek family medical leave entitlement.

12 **6.13 Insurance Premiums** - The County will continue its contribution toward health care
13 during any unpaid leave taken under 6.11.

14 **6.14 Return to Work from Unpaid Leave** - An employee who returns from unpaid family
15 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

16 **6.14.1** The same position he/she held when the leave commenced; or

17 **6.14.2** A position with equivalent status, benefits, pay and other terms and conditions of
18 employment; and

19 **6.14.3** The same seniority accrued before the date on which the leave commenced.

20 **6.15 Failure to Return to Work** - Failure to return to work by the expiration date of the
21 leave of absence may be cause for removal and result in termination of the employee from County
22 service.

23 **6.16 Provider Certification** - The manager/designee and employee is responsible for the
24 proper administration of the sick leave benefit. Verification from a licensed health care provider may
25 be reasonably required to substantiate the health condition of the employee or family member for
26 leave requests.

27 **6.17 Definition of Child** - For purposes of this Article, a child means a biological, adopted or
28 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,

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

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1 **ARTICLE 7: PAID LEAVES**

2 **7.1 Donation of Leaves**

3 **7.1.1 Vacation leave hours**

4 **A. Approval Required** - An employee eligible for paid leave may donate a portion of
5 his/her accrued vacation leave to another employee eligible for leave benefits. Such donation will
6 occur upon written request to and approval of the donating and receiving employee's department
7 director(s), except that requests for vacation donation made for the purposes of supplementing the
8 sick leave benefits of the receiving employee will not be denied unless approval would result in a
9 departmental hardship for the receiving department.

10 **B. Limitations** - The number of hours donated will not exceed the donor's accrued
11 vacation credit as of the date of the request. No donation of vacation hours will be permitted where it
12 would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

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

18 **7.1.2 Sick leave hours.**

19 **A. Written Notice Required** - An employee eligible for paid leave may donate a
20 portion of his/her accrued sick leave to another employee eligible for leave benefits upon written
21 notice to the donating and receiving employee's department director(s).

22 **B. Minimum Leave Balance Required (Donor)** - No donation will be permitted
23 unless the donating employee's sick leave accrual balance immediately subsequent to the donation is
24 one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of
25 his/her accrued sick leave in a calendar year.

26 **C. Return of Unused Donations** - Donated sick leave hours must be used within
27 ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the
28 receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick

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

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

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

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

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

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

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

26 **7.3 Bereavement Leave**

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

1 **7.3.2 Use of Sick Leave in Lieu of Bereavement Leave** - An employee eligible for leave
2 who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of three
3 (3) working days for each instance when death occurs to a member of the employee's immediate
4 family.

5 **7.3.3** In the application of any of the foregoing provisions, when a holiday or regular day off
6 falls within the prescribed period of absence, it will not be charged against the employee's sick leave
7 account nor bereavement leave credit.

8 **7.3.4 Family Defined** - Immediate family means, as used in this Article: spouse, domestic
9 partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the employee,
10 employee's spouse or employee's domestic partner.

11 **7.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up to
12 three (3) days of sick leave each year to allow the employee to perform volunteer services at the
13 school attended by the employee's child; provided, an employee requesting to use sick leave for this
14 purpose will submit such request in writing specifying the name of the school and the nature of the
15 volunteer services to be performed.

16 **7.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be entitled
17 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of
18 mileage, with the Department of Finance. The employee will report back to their manager/designee
19 when dismissed from jury service.

20 **7.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
21 time off with pay for the purpose of participating in County qualifying or promotional examinations.
22 This will include time required to complete any required interviews.

23 **7.7 Military Leave** - A leave of absence for active military duty or active military training duty
24 will be granted to eligible employees in accordance with applicable provisions of state and/or federal
25 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the
26 employee and accompanied by a validated copy of military orders ordering such active duty or active
27 training duty.

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

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

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

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

1 **ARTICLE 9: WAGE RATES**

2 **9.1 COLA** - Effective January 1, of each year of the Agreement (years 2000, 2001 and 2002),
3 the base wage rates for employees shall be increased by 90% of the CPI-W All Cities Index
4 (September to September) with a maximum increase of six (6) percent but not less than two (2)
5 percent.

6 **9.2 Step Movement/Merit** - Employees covered by this Agreement shall be subject to the
7 County's ten step plan and merit system as provided under KCC 3.15.020, as amended.

8 **9.3 Professional Registration** - To encourage and support professional development and to
9 provide for the employment of qualified personnel in appropriate classifications, the County will
10 provide compensation for professional licenses and certifications in accordance with KCC 3.15.050,
11 as amended.

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

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

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

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

1 **ARTICLE 11: CONFLICT RESOLUTION**

2 **11.1** The Union and the County recognize the importance of settling issues in a fair and
3 responsible manner at the lowest possible level of supervision and to use conflict resolution methods
4 whenever possible.

5 **11.2 Grievance Definition** - An issue raised by an employee regarding the interpretation
6 and/or application of the express written terms of this Agreement. A grievance, to be timely, must be
7 presented in writing to the employee's supervisor within ten (10) workdays of the occurrence or the
8 employee's knowledge of the event. The grievance must contain a description of the event, when the
9 event took place and/or when the employee had knowledge of the event, the Articles allegedly
10 violated, and the remedy sought.

11 **11.3 Grievance Steps**

12 **11.3.1 Division Manager** - The Manager shall have fifteen (15) workdays from the receipt of
13 the grievance to address the issue with the employee. The supervisor shall respond to the grievance
14 in writing within fifteen (15) workdays following the meeting with the employee. If the grievance is
15 not resolved, it may be referred in writing within ten (10) workdays following the date of the
16 Manager's written response to the Director of the Office of Human Resources Management (OHRM).
17 If the grievance is not pursued to the Director of OHRM within the ten (10) workdays, it shall be
18 presumed resolved.

19 **11.3.2 Director of OHRM** - The director/designee will have thirty (30) workdays from
20 receipt of the grievance to address the issue with the employee. The director/designee shall respond
21 to the grievance in writing within fifteen (15) workdays following the meeting with the employee. If
22 the grievance is not resolved, it may be referred in writing within ten (10) workdays following the
23 date of the director/designee's written response to mediation/arbitration. If the grievance is not
24 pursued to mediation/arbitration within ten (10) workdays, it will be presumed resolved.

25 **11.3.3 Mediation/Arbitration** - Mediation shall be the last step for grievances that are not
26 timely. The director of OHRM/designee and the Union shall select a third disinterested party to serve
27 as the mediator/arbitrator. In the event they are unable to agree, then the mediator/arbitrator shall be
28 selected from a list of at least seven (7) names furnished by the Federal Mediation and Conciliation

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

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

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

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

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

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

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

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

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

1 **ARTICLE 12: REDUCTION IN FORCE**

2 **12.1 Order of layoff** - In the event of a reduction in force due to lack of work, lack of funds
3 or considerations of efficiency, layoffs shall be by position. The positions to be laid-off shall be at the
4 sole discretion of management. In lieu of laying off a regular employee, the director of the Office of
5 Human Resources Management (OHRM) may reassign such employee to a comparable, vacant
6 position, when the Director of OHRM determines such reassignment to be in the best interest of the
7 County.

8 **12.1.1** The County will attempt to place a regular employee subject to layoff in accordance
9 with the County's Workforce Management Program, as amended.

10 **12.2 Recall** - A regular employee who is laid off will have recall rights to his/her previous
11 position for two years from the date of layoff. An employee retains his/her recall rights even if he/she
12 accepts another position with the County. An employee who is laid off shall forfeit his/her recall
13 rights if he/she refuses a recall. •

14 **12.2.1 Notice of Recall** - An employee will have ten (10) days from the date the notice of
15 recall is sent by certified mail in which to notify the County of whether he/she will accept the
16 position. The County will consider the employee's failure to notify the County within ten (10) days
17 as a refusal, however, if the County determines that there are warranting circumstances, it may accept
18 a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep
19 the County informed of his/her current address.

20 **12.2.2 Reinstatement** - An employee recalled within two (2) years from the time of layoff
21 will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff,
22 and vacation leave accrual rate restored.

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

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

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

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

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

1 **ARTICLE 14: UNION REPRESENTATION AND EMPLOYEE RIGHTS**

2 **14.1 Union Representation**

3 **14.1.1** Authorized representatives of the Union may, after notifying the County official in
4 charge, visit the work location of employees covered by this Agreement at any reasonable time for the
5 purpose of investigating grievances.

6 **14.1.2** The Business Manager and/or representative shall have the right to appoint a steward.
7 The department shall be furnished with the names of steward so appointed. The steward will be
8 allowed reasonable time during working hours to see that the provisions of the Agreements are
9 observed.

10 **14.1.3** Written policies, rules, or directives affecting the terms and conditions of this
11 Agreement shall be provided to the Union upon request.

12 **14.2 Employee Rights**

13 **14.2.1** The County may reprimand, suspend, demote or discharge a regular employee for just
14 cause.

15 **14.2.2** If at any level the County determines to bring disciplinary action against an employee
16 for any reason, the employee shall be apprised of his/her rights of appeal and representation as
17 provided for in the Conflict Resolution procedures of this Agreement.

1 **ARTICLE 15: MISCELLANEOUS**

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

4 **15.2 Training** - The County recognizes the mutual benefit to be attained by affording training
5 opportunities to employees and shall provide information and access to training opportunities for its
6 employees, within budgeted appropriations. The training opportunities shall be guided by, but not
7 limited to the overall objectives of encouraging and motivating employees to improve their personal
8 capabilities in performance of specific tasks.

9 **15.3 Equal Employment Opportunity** - The County or the Union shall not unlawfully
10 discriminate in employment on the basis of race, color, religion, national origin, age, creed, marital
11 status, sex, sexual orientation or on the presence of a sensory, mental or physical disability.

12 **15.4 Bulletin Boards** - The County agrees to permit the Union to post on County bulletin
13 boards announcement of meetings, election of officers, and any other Union material, providing there
14 is sufficient space, beyond what is required by the County for "normal" operations.

1 **ARTICLE 16: GENERAL PROVISIONS**

2 **16.1 Savings Clause** - Should any part hereof or any provision herein contained be rendered
3 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by
4 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this
5 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such
6 invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining
7 parts or provisions shall remain in full force and effect.

8 **16.1.1** The County and the Union and the employees covered by this Agreement are governed
9 by applicable county ordinances, and said ordinances are paramount except where they conflict with a
10 provision of this Agreement.

11 **16.2 Work Stoppages and Employer Protection** - The County and the Union agree that the
12 public interest requires efficient and uninterrupted performance of all county services and to this end
13 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
14 Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to
15 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
16 interference with county functions by employees under this Agreement, and should same occur, the
17 Union agrees to take appropriate steps to end such interference. Any concerted action by any
18 employees in the Union shall be deemed a work stoppage if any of the above activities have occurred.

19 **16.2.1** Any employee participation in such work stoppage or in other ways committing an act
20 prohibited in this Article shall be considered absent without authorized leave and shall be considered
21 to have resigned.

1 **ARTICLE 17: DURATION**

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

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

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10 **APPROVED** this _____ day of _____, 2000

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By _____
King County Executive

26 _____ Date
27 International Federation of Professional and
28 Technical Engineers, Local 17, AFL-CIO

1 MEMORANDUM OF UNDERSTANDING
2 BETWEEN
3 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
4 LOCAL UNION 17, SECTION MANAGERS
5 AND
6 KING COUNTY
7

8 RE: Implementation of Classification Project

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

11
12 APPROVED this _____ day of _____, 2000
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16 By _____
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18 King County Executive
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26 International Federation of Professional and
27 Technical Engineers, Local 17, AFL-CIO
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Date

King County 2000 Standardized Salary Schedule

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