



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 20, 2004

Ordinance 15012

Proposed No. 2004-0385.1

Sponsors Patterson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Federation of Professional &
4 Technical Engineers, Local 17 (Graphic Design)
5 representing employees in the department of executive
6 services; and establishing the effective date of said
7 agreement.

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement negotiated between King
12 County and International Federation of Professional & Technical Engineers, Local 17
13 (Graphic Design) representing employees in the department of executive services and
14 attached hereto is hereby approved and adopted by this reference made a part hereof.

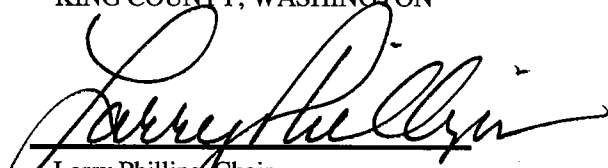
15 SECTION 2. Terms and conditions of said agreement shall be effective from
16 January 1, 2005, through and including December 31, 2007.

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Ordinance 15012 was introduced on 8/16/2004 and passed by the Metropolitan King
County Council on 9/20/2004, by the following vote:

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

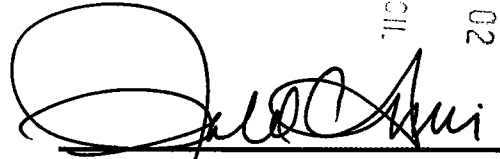
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 24 day of September, 2004.


Ron Sims, County Executive

RECEIVED
2004 SEP 24 PM 4:02
CLERK
KING COUNTY COUNCIL

Attachments A. Agreement By and Between King County and the International Federation of
Professional and Technical Engineers, Local 17 (Graphic Design), January 1, 2005
Through December 31, 2007

**AGREEMENT
 BY AND BETWEEN
 KING COUNTY AND THE
 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
 LOCAL 17 – GRAPHIC DESIGN**

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ARTICLE 1: PURPOSE1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP2

ARTICLE 3: UNION REPRESENTATION4

ARTICLE 4: RIGHTS OF MANAGEMENT5

ARTICLE 5: EMPLOYEE RIGHTS6

ARTICLE 6: HOLIDAYS7

ARTICLE 7: VACATION9

ARTICLE 8: SICK LEAVE.....12

ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES18

ARTICLE 10: HOURS OF WORK AND OVERTIME.....19

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE20

ARTICLE 12: REDUCTION IN FORCE.....21

ARTICLE 13: POSTING PROCEDURE AND PROBATION.....23

ARTICLE 14: DISPUTE RESOLUTION PROCEDURES24

ARTICLE 15: CLOTHING AND EQUIPMENT27

ARTICLE 16: CLASSIFICATION.....28

ARTICLE 17: CONTRACTING OUT29

ARTICLE 18: TRAINING.....30

ARTICLE 19: LABOR-MANAGEMENT COMMITTEE31

ARTICLE 20: SAVINGS CLAUSE.....32

ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION33

ARTICLE 22: WAIVER AND RE-OPENER AGREEMENT.....34

ARTICLE 23: DURATION35

ADDENDUM A36

27

28

1
2
3
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AGREEMENT BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, LOCAL 17- GRAPHIC DESIGN
AND
KING COUNTY

7 **ARTICLE 1: PURPOSE**

8 These articles constitute an Agreement, the terms of which have been negotiated in good faith
9 by representatives of King County and International Federation of Professional and Technical
10 Engineers, Local 17 (AFL-CIO).

11 The intent and purpose of this Agreement is to promote the continued improvement of the
12 relationship between King County (hereinafter called the County) and the employees represented by
13 International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the
14 Union) by providing a uniform basis for implementing the right of public employees to join
15 organizations of their own choosing and to be represented by such organizations in matters
16 concerning their employment relations with the County, and to set forth the wages, hours and other
17 working conditions of the bargaining unit employees, provided the County has authority to act on
18 such matters.

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

2 **Section 1. Recognition.** The Employer recognizes International Federation of Professional
3 and Technical Engineers, Local 17 as the exclusive representative of all regular full-time and regular
4 part-time employees, including probationary employees and employees in grant-funded and contract
5 positions, and term limited temporary employees, doing the work of the job classifications listed in
6 attached Addendum A, within the King County Division of Information and Telecommunication
7 Services, Printing and Graphics Section, excluding supervisors and confidential employees.

8 **Section 2. Dues Deduction.** Upon receipt of written authorization individually signed by a
9 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
10 of dues or representational fees as certified by the Secretary-Treasurer of the Union and transmit the
11 same to the Union. The Union will indemnify, defend and hold the County harmless against any
12 claims made and against any suit instituted against the County on account of any check-off of dues for
13 the Union. The Union agrees to refund to the County any amounts paid to it in error on account of
14 the check-off provision upon presentation of proper evidence thereof.

15 **Section 3. Union Security.** It shall be a condition of employment that all employees covered
16 by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on
17 the thirtieth (30th) day following the beginning of such employment, become and remain members in
18 good standing in the Union or pay an agency fee to the extent allowable by law. However, nothing
19 contained in this Section shall require an employee who holds bona fide religious beliefs that prohibit
20 the payment of dues to union organizations to join the Union. The employee who holds such bona
21 fide religious beliefs shall pay an amount of money equivalent to the regular union dues to a non-
22 religious charity or to another charitable organization mutually agreed upon by the employee affected
23 and the bargaining representative to which the employee would otherwise pay the dues. The
24 employee shall furnish written proof that such payments have been made.

25 **Section 4. Termination Proceedings.** Failure by an employee to abide by the provisions
26 outlined in Section 3 above shall constitute cause for discharge of such employees; provided that
27 when an employee fails to fulfill the above obligations the Union shall provide the employee and the
28 County with thirty (30) days' notification of the Union's intent to initiate discharge action and during

1 this period the employee may make restitution in the amount which is overdue.

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

7 **Section 6. Lists.** The County will transmit to the Union twice a year, upon request, a current
8 listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job
9 classification, work shift and location, and department or unit.

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1 **ARTICLE 3: UNION REPRESENTATION**

2 **Section 1. Union Leave.** An employee elected or appointed to office in a local of the Union
3 which requires a part or all of his/her time shall be given leave of absence without pay upon
4 application.

5 **Section 2. Union Access.** Authorized representatives of the Union may, after notifying the
6 County official in charge, visit the work location of employees covered by this Agreement at any
7 reasonable time for the purpose of investigating grievances.

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

10 **Section 4. Bulletin Boards.** The County agrees to permit the Union to post on County
11 bulletin boards the announcement of meetings, election of officers, and any other Union material.

12 **Section 5. Policies.** Written policies, rules, or directives affecting the terms and conditions of
13 this Agreement shall be provided to the Union upon request.

14 **Section 6. Rooms.** The County shall make available to the Union or other employee
15 organizations meeting space, for the purpose of conducting Union business, where such activities
16 would not interfere with the normal work of the department.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force is vested exclusively in the
3 County subject to the terms of this agreement. Except to the extent there is contained in this
4 Agreement express and specific provisions to the contrary, all power, authority, rights and
5 jurisdictions of the County are retained by and reserved exclusively to the County. Such functions
6 include, but are not limited to: the right to manage the work of employees, to suspend or terminate,
7 transfer, and evaluate employees; to determine and implement methods, means and assignments to
8 accomplish the work, establish classifications and select personnel by which operations are to be
9 conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

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1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **Section 1. Discipline.** The County may discipline or discharge a regular employee for just
3 cause. If the County determines to impose disciplinary action against any employee for any reason,
4 the employee shall be apprised of his/her rights of appeal and representation as provided for in Article
5 14 (Dispute Resolution Procedures) of this Agreement. Discharge during an employee's probationary
6 period or discharge of a term-limited temporary employee is not subject to the grievance procedure,
7 as such employees serve at-will.

8 **Section 2. Off-duty Conduct.** The off-duty activities of employees shall not be cause for
9 disciplinary action unless such activities are detrimental to the employee's work performance and/or
10 have an adverse impact upon the program of the agency.

11 **Section 3. Personnel File Review.** 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 file(s) relating to job performance or personal character shall be brought to his/her
14 attention. The employee may challenge the propriety of including the material in the file(s). The
15 employee shall have the right to insert a relevant rebuttal into the file(s). Unauthorized persons shall
16 not have access to employee files or other personal data relating to their employment.

17 **Section 4. Nondiscrimination.** The County and the Union agree that they will not
18 unlawfully discriminate against any employee by reason of race, color, religion, national origin,
19 sexual orientation, marital status, age, sex, ancestry, or the presence of any sensory, mental, or
20 physical handicap or disability in administering and enforcing the provisions of this Agreement.

1 **ARTICLE 6: HOLIDAYS**

2 Regular full-time and regular part-time employees shall be granted holidays with pay as
3 provided for in RCW 1.16.050 as amended:

4

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

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16 and any designated by public proclamation of the chief executive of the state as a legal holiday.

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

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

22 An employee must be in pay status either the employee's scheduled working day before or the
23 employee's scheduled working day after a holiday in order to receive holiday pay. An employee
24 leaving County employment the day prior to the holiday shall not receive holiday pay.

25 Each employee shall receive two (2) additional personal holidays; provided that no employee
26 shall be granted more than 96 hours of holiday time in a calendar year. These days shall be
27 administered through the vacation plan. One (1) day will be added to each employee's vacation
28 accrual on the first day of October and the first day of November of each year. Employees will be

1 able to use these days in the same manner as they use vacation days earned. Regular part-time
2 employees shall accrue these holidays on a pro-rated basis, based on their regularly scheduled hours
3 of work.

4 If an employee's regularly scheduled work hours exceed the number of holiday hours earned
5 on any non-work holiday, the employee shall have the option of using accrued vacation hours to
6 allow total compensation hours to equal the number of hours in the regular work schedule.

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1 **ARTICLE 7: VACATION**

2 **Section 1. Accrual Rates.**

3 All eligible regular full-time and regular part-time employees shall accrue vacation benefits
4 for each hour in regular pay status exclusive of overtime, according to the following table:

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Length of Active Service		Annual Leave in Days Per Year
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
and above		

23 **Section 2. Vacation Pay Rate.** For purposes of this Section, employees using accrued
24 vacation shall be paid for such vacation at the base rate of pay in effect at the time of vacation or upon
25 termination, provided that special assignments shall not be considered to be part of the base rate.

26 **Section 3. Vacation Accrual Date.** Each employee will accrue vacation each bi-weekly
27 payroll period, based on County seniority. County seniority is defined as completed years of service
28 with King County and its predecessor organizations including Metro, the City of Seattle and

1 Metropolitan Transit. Eligible employees shall accrue vacation leave from their date of hire. If an
2 employee resigns from the County in good standing or is laid off and subsequently returns to County
3 employment within two years from such resignation or layoff, the employee's prior County service
4 shall be counted in determining the vacation leave accrual under this Article.

5 **Section 4. Use of Vacation.** Employees shall not be eligible to take their accrued vacation
6 leave until they have successfully completed their first six months of County employment. Vacation
7 leave may be used by employees covered by the provisions of the FLSA in one-half hour increments,
8 at the discretion of the appointing authority. FLSA-exempt employees may use vacation leave in
9 increments of not less than one (1) day.

10 **Section 5. Vacation Donation.** Any regular full-time or regular part-time employee who has
11 completed at least one (1) year of service may donate to any other regular employee a portion of his or
12 her accrued vacation for the purpose of supplementing the sick or family leave benefits of the
13 receiving employee. Donated vacation shall be converted to a dollar value based upon the donor's
14 straight-time rate of pay.

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

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

20 Donated vacation is excluded from vacation payoff provisions.

21 **Section 6. Separation from Employment.** Employees in regular positions who leave King
22 County for any reason after successful completion of six months of County service shall be paid for
23 their unused vacation up to 480 hours maximum. Employees shall not be eligible to be paid for
24 vacation leave until they have successfully completed their first six months of County service; if they
25 leave County employment prior to successfully completing their first six months of County service,
26 they shall forfeit and not be paid for accrued vacation leave.

27 In the case of separation by death, payment of unused vacation, up to a maximum of 480
28 hours, will be made to the employee's estate or, in applicable cases, as provided by RCW Title 11 and

1 RCW 49.48.

2 **Section 7. Work while on Vacation.** No employee shall be permitted to work for
3 compensation for the County in any capacity during a time when the employee is on paid vacation.

4 **Section 8. Maximum Accrual.** Eligible regular full-time employees may accrue up to sixty
5 (60) days of vacation leave. Eligible regular part-time employees may accrue vacation leave up to
6 sixty (60) days prorated to reflect their normally scheduled work week. Employees may accrue
7 additional vacation beyond the maximum specified herein, when work assignments and cyclical work
8 load prevents the employee from using excess vacation by December of the year in which the excess
9 was accrued, provided the employee submits the request to carry over excess hours to his/her
10 supervisor no later than November 30 of the affected year. If vacation is scheduled to be taken after
11 December 15 but is canceled at the County's request, the employee may carry over the excess
12 associated with that canceled vacation. At the time of separation, no employee will be paid for more
13 than 480 hours.

14 **Section 9. Vacation Carryover.** In order to be eligible for carryover of vacation leave
15 beyond the maximum accrual, an employee must have made a request to use vacation leave during
16 the calendar year, and the appointing authority must have disapproved such request. In order to be
17 eligible for carryover of excess vacation leave, a written plan must be developed and approved by the
18 employee and appointing authority. This plan must outline how the excess vacation will be used in
19 the next year. The Human Resources Division of the Department of Executive Services as well as the
20 appointing authority must approve all requests for carryover of vacation. Employees may accrue up
21 to four hundred and eighty (480) hours of vacation.

1 **ARTICLE 8: SICK LEAVE**

2 **Section 1. Sick Leave Accrual.** Every eligible employee in a regular full-time or regular
3 part-time position shall accrue sick leave benefits at the rate of 0.04616 hours for each hour on
4 regular pay status, up to a maximum of eight hours per month. Sick leave accrual will begin on the
5 first day of the month following the month in which the employee commenced employment. There is
6 no limit on the amount of sick leave an employee may accrue. Every regular part-time employee shall
7 receive and expend sick leave benefits proportionate to the employee's regular work day.

8 **Section 2. Approved Sick Leave Use.** An employee may not use sick leave until he/she has
9 actually accrued such leave. Accrued sick leave may be used for the following reasons:

10 **A.** An employee's bona fide personal illness; however, 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 **B.** An employee's incapacitating injury; provided that:

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

17 2. An employee may not collect sick leave for physical incapacity due to any
18 injury or occupational illness that is directly traceable to employment other than with the County;

19 3. An employee who chooses not to augment his/her worker's compensation
20 time loss through the use of sick leave shall be deemed to be on unpaid status;

21 4. An employee who chooses to augment his/her worker's compensation time
22 loss payments with the use of accrued sick leave shall notify the worker's compensation office in
23 writing of this election at the beginning of the leave.

24 **C.** A female employee's temporary disability caused by or contributed to by
25 pregnancy and childbirth;

26 **D.** An employee's exposure to contagious diseases and resulting quarantine;

27 **E.** An employee's medical, dental or optical appointments; provided, that the
28 employee's immediate supervisor has approved the use of sick leave for such appointments;

1 F. To care for the employee's child if the child has an illness or health condition that
2 requires treatment or supervision by the employee;

3 G. To care for other family members if:

4 1. For King County Family Medical Leave the employee has been employed
5 by the County for twelve (12) months or more and has actually worked a minimum of one thousand
6 forty (1040) hours (40 hour employee) in the preceding twelve (12) months (paid leaves such as
7 holiday, vacation and sick leave are not considered hours worked) and for Federal Family Medical
8 Leave the employee has worked 1250 hours in the preceding 12 months.

9 2. The family member is the employee's spouse or domestic partner, the
10 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
11 parent of the employee's spouse or domestic partner; and the reason for the leave is one of the
12 following:

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

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

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

21 H. To the extent Washington State law provides more extensive benefits for use of
22 paid leave for family care, the Union and Employer recognize that state law shall prevail.

23 **Section 3. King County Family and Medical Leave.** An employee may take up to a total of
24 eighteen weeks of unpaid Family Medical leave (KCFML and FMLA) for his/her own serious health
25 condition (as defined by the King County Personnel Guidelines), and for family reasons as provided
26 for in Section 2 above, within a twelve month period. For King County Family Medical Leave the
27 employee must have been employed by the County for twelve (12) months or more and have actually
28 worked a minimum of one thousand forty (1040) hours (40 hour employee) in the preceding twelve

1 (12) months (paid leaves such as holiday, vacation and sick leave are not considered hours worked)
2 and for Federal Family Medical Leave the employee has worked 1250 hours in the preceding 12
3 months. The leave may be continuous (which is consecutive days or weeks), or intermittent (which is
4 taken in whole or partial days as needed). Intermittent leave is subject to the following conditions:

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

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

14 C. Use of donated leave shall run concurrently with the eighteen work week family
15 medical leave entitlement. The County shall continue its contribution toward health care benefits
16 during any unpaid leave taken under this Section.

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

23 **Section 5. Return from Approved Family and Medical Leave.** An employee, who returns
24 from unpaid family or medical leave within the time provided for in this Article, is entitled (subject to
25 bona fide layoff provisions) to:

26 A. The same position she/he occupied when the leave commenced or a position with
27 equivalent status, benefits, pay and other terms and conditions of employment; and

28 B. The same seniority accrued before the date on which the leave commenced.

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

3 **Section 6. Use of Vacation Leave.** An employee who has exhausted his/her sick leave may
4 use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by
5 his/her immediate supervisor, or as provided for under Federal law.

6 **Section 7. Sick Leave Donations.** Any regular full-time or regular part-time employee
7 whose sick leave accrual balance exceeds 100 hours may donate to any other leave eligible regular
8 full-time or part-time employee a portion of his/her accrued sick leave upon written notice to the
9 donating and receiving employees' section manager(s). Sick leave hour donations are strictly
10 voluntary. No employee may donate more than 25 hours of his/her accrued sick leave in a calendar
11 year. Employees are prohibited from offering or receiving monetary or other compensation in
12 exchange for donating sick leave hours.

13 A. Donated hours shall be converted to a dollar value based on the donor employee's
14 straight-time hourly rate of pay.

15 B. Donated sick leave must be used within 90 calendar days. Donated hours not used
16 within 90 days or due to the death of the receiving employee shall revert back to the donor Employee.

17 C. Donated sick leave hours are exempt from the sick leave payoff provisions
18 outlined in Section 11 of this Article.

19 **Section 8. Sick Leave Use.** Sick leave may be used by employees covered by the FLSA in
20 one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees
21 use sick leave for absences of one full workday.

22 **Section 9. Verification of Sick Leave.** Division management is responsible for the proper
23 administration of sick leave benefits. A doctor's certificate verifying illness or inability to work may
24 be required of any employee when management reasonably suspects abuse of sick leave due to that
25 employee's patterned or excessive absenteeism. Sick leave documentation may also be required to
26 administer KCFML/FMLA leaves. In each case of absence due to illness or injury, it shall be the
27 responsibility of the employee to notify the employee's supervisor of the absence and the anticipated
28 duration of the absence. Except in emergency situations, failure to notify the supervisor of an absence

1 prior to the commencement of the employee's shift shall be grounds for disciplinary action.

2 **Section 10. Sick Leave Upon Separation.** Separation from County employment, except by
3 retirement, termination for nondisciplinary medical reasons, or reason of temporary layoff due to lack
4 of funds or work, shall cancel all sick leave currently accrued to the employee. Should the employee
5 who is separated for one of those listed reasons return to the County within two years, his/her accrued
6 sick leave will be restored.

7 **Section 11. Sick Leave Cash-Out.** Employees eligible to accrue sick leave, who have
8 successfully completed at least five years of County employment, and who retire as a result of length
9 of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by
10 RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave
11 multiplied by the employee's rate of pay in effect upon the date the employee leaves County
12 employment less mandatory withholdings.

13 All payments shall be in cash, based on the employee's hourly rate of pay, and there shall be
14 no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County
15 health insurance at the COBRA rates.

16 **Section 12. Family Care and Death.**

17 A. Regular, full-time employees and regular part-time employees shall be entitled to
18 three days of bereavement leave due to the death of an immediate family member. For purposes of
19 this Section, "immediate family member" is defined as children, parents, siblings, spouse or domestic
20 partner, son or daughter-in-law, grandchildren, and the parents and children of the employee's spouse
21 or domestic partner.

22 B. In the application of any of the foregoing provisions, when a holiday falls on one of
23 the three days when an employee is using sick leave in conjunction with the death of an immediate
24 family member, the employee will receive holiday pay, not sick leave.

25 C. Regular, full-time employees shall be entitled to use and shall normally have
26 approved sick leave in accordance with King County's Personnel Guidelines and any future Personnel
27 Guidelines that may expand the use of sick leave.

28 D. For the purposes of this Section, regular part-time employees shall be entitled to

1 the same benefits on a pro-rata basis.

2 **Section 13. School Volunteering.** Employees may use up to three days of sick leave per
3 calendar year for the purpose of volunteering in a school, in accordance with existing County policies
4 and practices.

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1 **ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES**

2 **Section 1.** The wages for the employees covered by this Agreement shall be as set forth in
3 Addendum A of this Agreement.

4 **Section 2.** Effective on January 1, of each year during the term of this Agreement, the base
5 wage rates in effect the previous December 31 for all employees shall be increased by 90% of the
6 CPI-W All Cities Index (September to September) with a maximum increase of six percent (6%) but
7 not less than two percent (2%).

8 **Section 3. Step Increases.** Employees shall receive within-range increases from one step to
9 the next higher step, upon satisfactory completion of the probationary period and annually on January
10 1st thereafter.

11 **Section 4. Work out of Class.** All work outside of classification in an acting capacity shall
12 be assigned in writing by the division manager or his/her designee for an entire day/shift. An
13 employee so assigned to work outside of classification shall be paid at the first step of the higher class
14 or five percent (5%) over the employee's regular rate of pay received prior to the assignment,
15 whichever is greater, for all time spent while so assigned. The parties agree that an employee must be
16 assigned in writing to work-out-of-class, and that a copy of the assignment shall be sent to the Union.
17 Any request for extensions beyond six continuous months shall be submitted to the Department
18 Director, with a copy of the request and approval provided to the Union.

19 **Section 5. Special Assignments.** The parties intend that the County may, on a case-by-case
20 basis, request bargaining unit employees to volunteer for special projects of limited duration. The
21 parties recognize that staffing methods and budget decisions are at the sole discretion of management
22 and are not subject to grievance or arbitration.

23 **Section 6. Mileage Reimbursement.** All employees who have been authorized to use their
24 own transportation on County business shall be reimbursed at the rate established by County Council
25 action.

26 **Section 7. Bus Passes.** The Employer will provide all regular employees with bus passes at
27 no cost in accordance with current practice and County ordinance.

1 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

2 **Section 1.** The normal workweek shall consist of five consecutive workdays not to exceed
3 eight hours in a nine-hour period. The parties agree that alternative work schedules may be
4 established that are mutually agreed between the employee and employer.

5 **Section 2.** For the purposes of this Agreement, non-FLSA exempt employees are eligible for
6 overtime. Overtime shall be defined as all hours actually worked in excess of forty (40) hours in the
7 work week (sick leave, vacation, holidays and other paid leave are not hours worked). When a
8 bargaining unit member works overtime, compensation for such shall be at one and one-half times the
9 employee's regular hourly rate as defined by the FLSA. No overtime shall be worked unless the
10 employee has received prior approval from his/her supervisor to work the necessary overtime hours.
11 Overtime may be paid as compensatory time at the rate of time and one-half (1-1/2), if requested by
12 the employee and approved by the supervisor.

13 **Section 3. Alternative Work Schedules.** Alternative work schedules and telecommuting
14 schedules may be established in accordance with County policy. When a supervisor establishes a
15 schedule change or determines how to respond to an employee's request for an alternative work
16 schedule, the supervisor shall consider the employee's child care and other family and transportation
17 needs, along with the operational needs of the County, in making the decision. If an alternative work
18 schedule is established, the overtime provisions set forth in this Article are still applicable.

19 **Section 4. Pay Period.** The County may implement a bi-weekly pay period, but will
20 negotiate the effects of implementation.

1 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

2 **Section 1.** There shall be established a Labor-Management Insurance Committee comprised
3 of an equal number of representatives from the County and the Labor Union Coalition whose function
4 shall be to review, study, and make recommendations relative to existing medical, dental, and life
5 insurance programs.

6 **Section 2.** The Union and the County agree to incorporate changes to employee insurance
7 benefits that the County may implement as a result of the agreement of the Joint Labor-Management
8 Insurance Committee.

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1 **ARTICLE 12: REDUCTION IN FORCE**

2 **Section 1. Pre-Layoff Process.**

3 A. When a reduction in force is anticipated, the County and the Union shall meet and
4 jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

5 B. When a reduction in force is required, the County and the Union shall meet and
6 jointly endeavor to find ways to minimize or eliminate the number of employees who must be laid off
7 (e.g., reassign employees to vacant positions, locate temporary placement in other departments,
8 encourage leaves of absence, allow job-sharing).

9 C. When the elimination of a position shall result in an employee being laid off, the
10 employee shall be selected by inverse seniority within job classification within the department.

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

14 **Section 3. Recall Rights.**

15 A. An employee who is laid off shall have general recall rights to other vacant County
16 positions, in accordance with the King County Personnel Guidelines, for a period of two years
17 following the employee's layoff. In addition, the employee shall retain specific recall rights to the
18 position from which she/he was laid off for an additional one year following the end of the general
19 recall period. During the three year specific recall period, the employee shall retain specific recall
20 rights to the position from which s/he was laid off regardless of whether the employee has accepted a
21 different position within the County.

22 B. When the County is filling a bargaining unit position and there are laid-off
23 employees who have held such positions within the previous five years, the employees shall be
24 notified of the vacancy and be afforded an opportunity to apply for the vacant position.

25 C. An employee who is recalled from layoff within two years shall have all unpaid
26 sick leave balances restored, in accordance with the County Personnel Guidelines.

27 D. If the County provides out-placement services generally to County employees, such
28 services shall be available to employees within this bargaining unit.

1 **Section 4. Seniority Defined.**

2 A. Seniority shall be the length of continuous service within a job classification within
3 department. If two or more employees have equal job classification seniority, then their total
4 employment time with the County shall be counted (including time employed by the former Metro).

5 B. An employee who has obtained regular status in any bargaining unit classification
6 and moves into a position in King County outside of the bargaining unit shall retain his/her seniority
7 in the bargaining unit covered by this Agreement for one year from the date of transfer.

8 C. An employee who is granted a voluntary leave of absence of one year or less or
9 who resigns from County employment for education or professional development and is rehired
10 within two years or less does not accrue or forfeit layoff seniority during the period of absence.

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1 **ARTICLE 13: POSTING PROCEDURE AND PROBATION**

2 **Section 1. Posting of Vacancies.** Employees are encouraged to seek advancement within
3 their specific work units as well as within the County as a whole. In order to promote such, the
4 department shall post announcements informing employees of open recruitment opportunities within
5 all County departments. Should a promotional position become available within the bargaining unit,
6 bargaining unit members are required to compete for such in accordance with the procedures set forth
7 in the County Personnel Guidelines for the Career Service.

8 Vacant or newly created bargaining unit positions shall be posted. Interested employees may
9 apply along with outside candidates as determined appropriate by the County.

10 **Section 2. Probationary Period.** The length of an employee’s probationary period shall be
11 six months. However, the County may extend an employee’s probation for up to twelve months total,
12 in accordance with the County’s Personnel Guidelines. Consistent with the definition of
13 “probationary employee” and “probationary period” contained in the King County Personnel
14 Guidelines 16.10, during probation an employee serves at will and probationary terminations are not
15 subject to the grievance and arbitration provisions of this Agreement.

1 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

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

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

8 **A. Definition.** A grievance shall be defined as an alleged violation of any of the
9 express terms of this Agreement to include wages, hours, and working conditions as specifically
10 provided herein. A grievance may be brought by an employee, a group of employees, or the Union
11 (by a steward or the Local).

12 **B. Procedure.**

13 **Step 1. Immediate Supervisor.** A grievance shall be verbally presented by
14 the aggrieved employee(s) (and his/her representative, if the employee wishes), within thirty (30)
15 working days of the date when the employee should have known of the basis for a grievance, to the
16 employee's supervisor. The supervisor shall attempt to adjust the matter and notify the employee
17 within fifteen (15) working days from the date the grievance was received. If a grievance is not
18 presented in writing to the next level within ten (10) working days from the date the Step 1 response
19 is due or received, it shall be presumed resolved.

20 **Step 2. Section Manager.** If after thorough discussion with the supervisor,
21 the grievance has not been satisfactorily resolved, the employee and his/her representative shall
22 reduce the grievance to writing. The written grievance may then be presented to the Section Manager
23 within ten (10) working days as stated above for investigation, discussion, and written reply. The
24 Section Manager shall make his/her written decision available to the aggrieved employee within ten
25 (10) working days. If the grievance is not pursued to the next higher level within the following ten
26 (10) working days from the date the Step 1 response was received or due (whichever occurs first), it
27 shall be presumed resolved.

28 **Step 3. Division Manager.** If after thorough evaluation, the decision of the

1 Section Manager has not resolved the grievance to the satisfaction of the employee, the grievance
2 may be presented to the Division Manager within ten (10) working days as stated above. All letters,
3 memoranda and other written materials previously submitted to lower levels of supervision shall be
4 made available for the review and consideration of the Division Manager. He/she may interview the
5 employee and/or his/her representative and receive any additional related evidence that he/she may
6 deem pertinent to the grievance. He/she shall make his/her written decision available within fifteen
7 (15) working days of receipt of the Step 3 grievance. The Division Manager's final pre-arbitration
8 response must be concurred by the Human Resources Division Director, Department of Executive
9 Services or his/her designee. If the matter is not resolved, Human Resources Division Director will
10 be the Union's contact thereafter in this process. If the grievance is not pursued to the next higher
11 level within thirty (30) calendar days from receipt of the Division Director's response or date that the
12 response was due, it shall be presumed resolved.

13 **Step 4. Arbitration.** If the matter has not been resolved, the Union may
14 request arbitration within thirty (30) calendar days of the date the Step 3 response was due or received
15 (whichever occurs first). If Arbitration has been timely requested, the parties may with mutual
16 consent attempt Grievance Mediation. The process will use a mutually acceptable mediator and
17 conclude within thirty (30) days after the mutual request.

18 **Section 2. Selection of Arbitrator.** Should arbitration be necessary either after an attempt to
19 mediate the dispute or directly after Step 3, the Parties shall select a third disinterested party to serve
20 as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator
21 shall be selected from a panel of five arbitrators furnished by the American Arbitration Association or
22 the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The
23 arbitrator will be selected from the list by both the County representative and the Union, each
24 alternately striking a name from the list until only one name remains. The party to strike first shall be
25 determined by a coin toss.

26 **Section 3. Authority of the Arbitrator.** The arbitrator under voluntary labor arbitration
27 rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator
28 shall be final and binding on both parties. No matter may be arbitrated which the County, by law, has

1 no authority over, has no authority to change, or has been delegated to any civil service commission
2 or personnel board, as defined in RCW 41.56.

3 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
4 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
5 in reaching a decision.

6 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
7 equally by both parties. Each party shall bear the cost of it's own attorney fees regardless of the
8 outcome of the arbitration.

9 **Section 4. Timelines and Extensions.** Failure by an employee or the Union to comply with
10 any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;
11 provided, however, any time limits stipulated in the grievance procedure may be extended for stated
12 periods of time by the appropriate parties by mutual agreement.

13 **Section 5. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days
14 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
15 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
16 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
17 relief for the alleged Unfair Labor Practice.

1 **ARTICLE 15: CLOTHING AND EQUIPMENT**

2 **Section 1.** The Employer will continue to provide all articles of clothing and equipment
3 required for safety and/or identification, according to current practice.

4 **Section 2.** The County shall provide all equipment and employees' personal foul weather
5 gear to ensure safety and/or identification for employees based on requirements of their specific job
6 duties.

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1 **ARTICLE 16: CLASSIFICATION**

2 **Section 1. Reclassification.** The County shall process employee requests for reclassification
3 in accordance with the County Personnel Guidelines, with every reasonable effort made to process
4 employee requests for reclassification within 120 days. If the County decides an employee should be
5 reclassified, the effective date of that reclassification shall be the date the employee submitted the
6 position description questionnaire (PDQ), provided that the substance of the new classification shall
7 not be grievable, and that this provision takes effect upon implementation of the
8 classification/compensation project. The new salary, if any, as a result of the reclassification shall be
9 effective the first full pay period following the County's receipt of the completed PDQ.

10 **Section 2. Job Descriptions.** The County shall furnish the Union with specific classification
11 specifications for classifications in the bargaining unit descriptive of the function, scope and
12 complexity of the position and the knowledge, abilities and qualifications for the position. The
13 County and the Union shall meet to review proposed modifications and revisions to said
14 specifications prior to implementation.

1 **ARTICLE 17: CONTRACTING OUT**

2 **Transfer of Bargaining Unit Work.** The County agrees not to contract out or to assign to
3 another agency or individual the work traditionally and normally performed by members of the
4 bargaining unit.

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1 **ARTICLE 18: TRAINING**

2 **Section 1.** The County may provide employees release time to attend training programs that
3 will be beneficial to their job performance. Notice of all such training opportunities which
4 management deems appropriate will be made available to all employees in writing. If the County
5 requires attendance at such training programs, the County will pay the expenses incurred.

6 **Section 2. Technological Changes.** The County shall bargain with the Union over the
7 effects of implementing new technologies affecting wages, hours of work or working conditions.
8 Such negotiations shall include the development of opportunities for training for employees.

9 **Section 3. Training Opportunities.**

10 **A.** The County recognizes the benefit of training and shall provide information and
11 access to training opportunities for employees, within budgeted appropriations. Training may also
12 include conferences, workshops, and other professional networking opportunities. The decision to
13 provide training opportunities shall be based upon, but not limited by, the overall objectives of
14 encouraging and motivating employees to improve their work performance.

15 **B.** An employee enrolled in a degree program that the County determines to be job-
16 related may be eligible to receive reimbursement from the County for up to 50% of this program. An
17 employee who takes individual classes or courses which management determines to be job-related
18 may be eligible to receive reimbursement from the County for up to 100% of class fees or course fees.
19 The decision to provide any reimbursement or initial course approval is based solely upon the
20 County's discretion and is subject to financial constraints. Management, however, shall assure that
21 over time, training opportunities are distributed equitably among the work unit members.

22 **C.** The Labor-Management Committee established pursuant to this Agreement shall
23 address the issue of non-traditional training.

1 **ARTICLE 19: LABOR-MANAGEMENT COMMITTEE**

2 **Section 1. Regular Committee.** The County and the Union agree to establish an ad hoc joint
3 committee consisting of three representatives of the Union and three representatives of the County.
4 The purpose of this committee is to discuss matters of concern of either party. Meetings shall be
5 conducted during regular business hours and employees shall participate on paid work time.
6 Responsibility for coordinating meetings shall alternate between the parties.

7 **Section 2. Graphic Services LMC.** A Labor-Management Committee (LMC) shall be
8 convened within thirty (30) days of the ratification of this Agreement to discuss how management,
9 the County, and bargaining unit members can work together to market graphic services in a way that
10 maximizes the County's use of internal graphic artists. There will be at least two representatives of
11 management of the ITS Division and two bargaining unit members.

1 **ARTICLE 20: SAVINGS CLAUSE**

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

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1 **ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

18 **Section 3.** Any employee who commits any act prohibited in this Section will be subject to
19 the following action or penalties:

20 A. Discharge.

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

1 **ARTICLE 22: WAIVER AND RE-OPENER AGREEMENT**

2 **Section 1.** The parties acknowledge that each has had the unlimited right within the law and
3 the opportunity to make demands and proposals with respect to any matter deemed a proper subject
4 for collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not
7 specifically referred to or covered in this Agreement.

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1 **ARTICLE 23: DURATION**

2 This Agreement shall become effective with the King County Council's approval by
3 ordinance, and covers the period from January 1, 2005 through December 31, 2007.

4 During the term of this collective bargaining agreement it may be consolidated with another
5 bargaining unit and agreement where legal and appropriate.

6 Contract negotiations for the period beginning January 1, 2007 may be initiated by either party
7 providing to the other written notice of its intention to do so prior to November 1, 2006. It is the goal
8 of both parties to conclude negotiations prior to expiration of this Agreement.

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10 **APPROVED** this _____ day of _____, 2004

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14 By _____
15 King County Executive

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18 INTERNATIONAL FEDERATION OF PROFESSIONAL
19 AND TECHNICAL ENGINEERS, LOCAL 17

20
21 _____
22 Joseph L. McGee, Executive Director

23
24 _____
25 Paulette Avalos, Union Representative

26
27 _____
28 Doug Hammond, Employee Representative

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2 **ADDENDUM A**

Union Code: C13

3 Employees in the following job titles are covered by this agreement, and are subject to the
4 overtime provisions of the Fair Labor Standards Act. The Ranges and steps shown below are found
5 on the County Squared Salary Schedule.

6

7 Class	PeopleSoft	MSA	Classification Title	Range	Steps*
8 Code	Code	Code			
9 2501100	252104	8253	Communications Specialist I	51	1-2-3-4-5
10 2501200	252209	8254	Communications Specialist II	54	1-2-3-4-5
11 2501300	252307	8255	Communications Specialist III	58	1-2-3-4-5
12 7222200	723503	8536	Photographer	49	1-2-3-4-5
13 7222300	723603	8537	Lead Photographer	54	1-2-3-4-5
14 7222100	723402	8535	Photographer Technician	44	1-2-3-4-5

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16 * These steps equate to 2-4-6-8-10 on the King County Squared Salary Schedule for hourly
17 employees.