AGREEMENT BETWEEN
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
AND
KING COUNTY
DEPARTMENTS: EXECUTIVE SERVICES (FACILITIES MANAGEMENT), NATURAL RESOURCES AND PARKS, PERMITTING AND ENVIRONMENTAL REVIEW, TRANSPORTATION
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AND
KING COUNTY
DEPARTMENTS: EXECUTIVE SERVICES (FACILITIES MANAGEMENT), NATURAL RESOURCES AND PARKS, PERMITTING AND ENVIRONMENTAL REVIEW, TRANSPORTATION

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

ARTICLE 1: PURPOSE, EQUAL EMPLOYMENT OPPORTUNITY, LMC

1.1. Purpose: The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees and to set forth the wages, hours and other working conditions of such employees.

1.2. Equal Employment Opportunity: The County or the Union shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of legally protected union activity, race, color, religion, national origin, age, ancestry, marital status, sexual orientation, sensory, mental or physical disability or sex, except as otherwise provided by law.

1.3. Labor-Management Committee: The parties shall convene a bargaining unit wide Labor-Management Committee meeting whenever they jointly agree that such a meeting is desirable.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1. The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, provisional, temporary and term-limited temporary employees whose job classifications are listed in the attached Addendum "A". In recognizing the Union as the exclusive bargaining representative, the County agrees that it will not effect any change in the mandatory

subjects of bargaining including but not limited to working conditions, wages, or fringe benefits except by mutual agreement with the Union or in accordance with this Agreement.

2.2. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee to the Union in lieu of membership, and those who are not members of the Union on the effective date of this Agreement, shall become and remain members in good standing or pay an agency fee to the Union in lieu of membership. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing or pay an agency fee to the Union in lieu of membership.

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

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

2.5. Neither party shall discriminate against any employee or applicant for employment on account of membership or non-membership in any labor union or other employee organization.

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

2.7. The Union will indemnify and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The

Union agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

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

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

ARTICLE 3: GENERAL PROVISIONS

3.1. Rights of Management: It is recognized that the County retains the right to manage the affairs of the County and to direct the work force. Such functions of the County include, but are not limited to, determining the mission, budget, organization, number of employees, and internal security practices of the Department; recruiting, examining, evaluating, promoting, training, transferring employees, and determining the time and methods of such action; disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and directing the work force; developing and modifying class specifications; determining the method, materials, and tools to accomplish the work; designating duty stations and assigning employees to those duty stations; establishing reasonable work rules; assigning the hours of work; and taking whatever actions may be necessary to carry out the Department's mission in case of emergency. The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and FLSA work weeks. The parties agree to negotiate changes to these standardized pay practices, to the extent required by law.

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

3.3. The County and the Union and the employees covered by this Agreement are governed by applicable County ordinances and the 2005 King County Personnel Guidelines, and said ordinances and Guidelines are paramount except where they conflict with a provision of this Agreement.

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

3.4.1. Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without authorized leave and shall be considered to have resigned.

3.4.2. No member of this bargaining unit shall be required to cross a legal picket line sanctioned by the King County Labor Council (this section does not apply to informational pickets). This section shall not apply in situations that pose an imminent threat to structures or human health and/or safety. An employee encountering a picket line during the course of her/his duties shall contact her/his supervisor for work instructions.

3.5. Waiver Clause: The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of this exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement. However, if the parties agree to bargain during the term of this Agreement, amendments and modifications to this Agreement may be made by mutual agreement of the Labor Negotiator/designee and the Union Representative who is subject to

the Union's internal constitutional processes.

3.6. Training: The County recognizes the mutual benefit to be attained by affording training opportunities to employees and shall provide information and access to training opportunities for its employees, within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and motivating employees to improve their personal capabilities in performance of specific tasks. All employees shall have equal access to training opportunities.

3.7. Drug Free Workplace: The Union agrees to comply with all applicable Federal, State and County regulations and ordinances with regard to the drug free workplace.

3.8. Contracting of Work: The County agrees not to contract out work historically performed by members of the bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit.

3.8.1. The County agrees not to assign or transfer the work historically performed by members of the bargaining unit to members of the Technical Employees Association bargaining units if the assignment or transfer of such work eliminates or reduces the normal workload of the bargaining unit, unless such elimination or reduction is de minimis.

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

3.9. Pre-existing Memoranda of Agreement: The County and the Union hereby re-adopt the following pre-existing Memoranda of Agreement attached hereto as:

APPENDIX A: MOA: ADDRESSING THE 2011 BUDGET CRISIS

APPENDIX B: MOU: CAPITAL PROJECT MANAGER ACCRETION ADDENDUM

APPENDIX C: MOU: ACCRETION OF BRED (BUSINESS RELATIONS AND ECONOMIC DEVELOPMENT)

APPENDIX D: MOU: PLANNER/PROJECT PROGRAM MANAGER ADDENDUM

3.10. Performance Evaluations: The purpose of a performance evaluation shall be to notify employees of performance expectations and of the supervisor's evaluation of the employee's performance relative to those expectations. Any employee submitted documentation in relation to the performance evaluation will be maintained as a permanent addendum to the performance evaluation.

Performance evaluations shall not be used for discipline, however they may be used to show that an employee has been notified of any concerns regarding his/her performance.

An employee may appeal a performance evaluation consistent with the Performance Evaluation article of the 2005 King County Personnel Guidelines. Section 15.3 of the 2005 Guidelines specifically states:

15.3. Appeal of a Regular Employee Performance Appraisal

A. Within five working days after a copy of the performance appraisal form is given to the employee, the employee may request additional review and consideration by their division director (or, where the employee's supervisor is the division director, the department director).

The employee should prepare a written request, which includes the following elements:

- Identify the appraisal by date, the name of the evaluator, and the date the appraisal was received.
- Specify the ratings or comments that the employee believes are incorrect.
- State the ratings or comments the employee believes should be made on the appraisal.
- Give facts substantiating each change requested.
- Keep a copy of the written request and send the original to the division (or department) director.

B. Upon receiving the request, the division (or department) director will have 15 calendar days to meet with the employee. The division (or department) director will either sustain or change the performance appraisal, and notify the employee of the decision in writing. In case of a change to the appraisal, a copy of the revised appraisal is to be included with the decision.

C. In the event that the issue is not resolved by the division director, the employee

may, within 15 calendar days of the meeting with the division director, meet with the department director, who will notify the employee of the decision in writing. The department director's decision to sustain or change the performance appraisal will be final.

ARTICLE 4: HOLIDAYS

4.1. Regular, probationary, provisional and term-limited temporary employees who work a full-time schedule shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King Jr. Day	Third Monday in January
President's 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	

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

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

4.3. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

4.4. Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate in addition to regular holiday pay.

4.5. Employees eligible for holiday pay will earn a personal holiday on October 1st and on

November 1st each year. Personal holidays will be available for use when earned. Personal holidays will be administered in the same manner as vacation leave. The personal holidays will be reflected as vacation on the November 20th pay check.

4.6. Holiday pay for regular, probationary, provisional and term-limited temporary employees who work a part-time schedule will be prorated to reflect their normally scheduled workday.

4.7. An employee must be in pay status on the regular scheduled workday prior and following a holiday to be eligible for the holiday pay, except as provided in KCC 3.12.230 which requires only that an employee being furloughed or retiring be in pay status on the regular scheduled workday prior to the holiday to be eligible for the holiday pay, exclusive of January 1st. This exception shall also apply to employees who are laid off.

4.8. The maximum compensation for holiday pay is eight (8) hours of regular straight-time pay.

ARTICLE 5: VACATIONS

5.1. Regular, probationary, provisional and term-limited temporary employees who work a full-time schedule shall be eligible to accrue vacation leave benefits for each hour in pay status exclusive of overtime as described in the following table in accordance with King County Code. Employees who are eligible for vacation leave and who work a part-time schedule will receive the vacation leave pro-rated to reflect their normally scheduled workweek.

Full Years of Service	Equivalent Annual Leave in Days (for illustration)
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

5.2. Employees shall accrue vacation leave from their date of hire into a leave eligible position.

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

Employees shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six (6) months of County service in a leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

5.4. The manager/designee shall be responsible for establishing a vacation schedule in such a manner as to achieve the most efficient functioning of the division.

5.5. Full-time employees may accrue up to sixty (60) days vacation. Part-time employees may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to the end of the last full pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the division manager/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

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

5.7. No employee shall work for compensation for the County in any capacity during the time that the Employee is on vacation leave.

5.8. Employees may use approved vacation leave at the discretion of the manager/designee in quarter (1/4) hour increments.

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

5.10. If a regular or probationary (who has previously achieved career service status) employee resigns from County employment or is laid off and subsequently returns to County employment within two (2) years from such resignation or lay off, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Section 5.1.

ARTICLE 6: SICK LEAVE

6.1. Regular, probationary, provisional and term-limited temporary employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime. The employee is not entitled to sick leave if not previously earned.

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

6.3. Employees may use approved sick leave at the discretion of the manager/designee in quarter (1/4) hour increments.

6.4. There shall be no limit to the hours of sick leave benefits accrued by an employee.

6.5. Separation from or termination of County employment except by reason of retirement or layoff, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should a regular or probationary (who has previously achieved career service status) employee resign or be laid off and return to County employment within two (2) years, accrued sick leave shall be restored.

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

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

6.8. Leave Without Pay for Family Reason: For a leave for family reasons, the employee will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when

an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty (80) hours of accrued sick leave.

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

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

6.10.1. The employee's bona fide illness or incapacitating injury; provided, that:

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

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

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

6.10.2. Exposure to contagious diseases and resulting quarantine.

6.10.3. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth.

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

6.10.5. To care for the employee's eligible child if the child has an illness or health condition which requires treatment or supervision from the employee;

6.10.6. To care for other family members, if:

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

twelve (12) months.

6.10.6.2. The family member is the employee's immediate family as defined by KCC 3.12.010 and reflected in Article 7.3.4 of this collective bargaining agreement (CBA). and,

6.10.6.3. The reason for the leave is one of the following:

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

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

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

6.11. Unpaid Leave: An employee who has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 6.10.5 and 6.10.6 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

6.11.1. Birth or Adoption: When a leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's manager/designee.

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

6.11.3. Temporary Transfer: If an employee requests intermittent leave or leave on a reduced leave schedule under Section 6.11.2. that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available

alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

6.11.4. Concurrent Time: Use of donated leave will run concurrently with the eighteen (18) workweek family medical leave entitlement.

6.11.5. Insurance Premiums: The County will continue its contribution toward health care during any unpaid leave taken under Section 6.11.

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

6.11.6.1. The same position he/she held when the leave commenced; or

6.11.6.2. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

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

6.11.7. Failure to Return to Work: Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

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

6.13. Definition of Child: For purposes of this Article, a child is defined according to the applicable County, State, or Federal law that applies to the leave in question.

6.14. Family Sick Leave: Employees shall be entitled to family medical leave, as provided by the King County Family Medical Leave Act, the federal Family Medical Leave Act, and any Washington state laws that provide for family medical leave.

ARTICLE 7: PAID LEAVES

7.1. Donation of Leaves: Donation of vacation leave hours and donation of sick leave hours.

7.1.1. Vacation leave hours

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

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

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

7.1.2. Sick leave hours

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

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

7.1.2.3. Return of Unused Donations: Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the

death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued sick leave hours.

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

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

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

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

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

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

7.3. Bereavement Leave:

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

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

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

7.3.4. Immediate Family Defined: Immediate family means, as used in this CBA and defined by KCC 3.12.010: The employee's spouse, child, parent, son in law, daughter in law, grandparent, grandchild, sibling, domestic partner and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner.

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

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

7.6. Leave Examinations: An employee eligible for paid leave will be entitled to necessary time off with pay for the purpose of participating in a County qualifying or promotional examination. This will include time required to complete any required interviews.

7.7. Military Leave: A leave of absence for active military duty or active military training duty

will be granted to eligible employees in accordance with applicable provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

7.8. Executive Leave: Fair Labor Standards Act exempt leave-eligible employees represented by this Agreement are expected to work the hours necessary to satisfactorily perform their jobs and may need to work, on an on-going basis, in excess of the standard work schedule of other King County employees. In recognition of this the employees will receive a minimum of three (3) days of Executive Leave during the calendar year and shall be eligible for a maximum of an additional seven (7) days of Executive Leave per calendar year. Executive Leave will be determined pursuant to Executive Policy PER 8-1-2, when authorized by the immediate supervisor. Executive Leave must be used in the payroll year in which it was granted and cannot be carried over into the next payroll year or cashed out. This provision shall not apply to those classifications/positions designated as FLSA Exempt Overtime Eligible.

ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE

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

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

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

ARTICLE 9: COMPENSATION

9.1. Cost of Living (COLA): The Union Coalition COLA Memorandum of Agreement (KC Document Code: 000U0310_COLA-2011_040, as attached as Appendix A) is incorporated into this CBA and is effective and applicable to this bargaining unit 1/1/11 through 12/31/14. Wage Ranges as reflected in Addendum A will remain unchanged for the duration of this CBA.

9.2. Step Progression: Employees who are hired at step one (1) of the 10 step pay scale will advance to step two (2) after successful completion of the probationary period, but no sooner than six (6) months. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date. Employees who are hired above step one (1) may advance to the next step (one step) after successful completion of probation, but no sooner than six (6) months, at the discretion of the manager/designee. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date.

9.3. Lead Compensation: The manager/designee shall appoint individuals in writing to lead worker positions consistent with the provisions of the 2005 King County Personnel Guidelines. An employee designated in writing as lead worker is eligible for additional compensation of five percent (5%) above the base rate effective on the date of assignment. At such time as the lead worker designation is removed, the employee's compensation reverts to their base rate.

9.4. Work Out of Classification: It is understood by the parties that an employee must be assigned in writing, with a copy to the Union, by the director/designee to perform on a temporary basis, not to exceed ninety (90) continuous days of work, the preponderance of the duties of a higher classification. Employees will be paid out of class pay for out of class work pursuant to 9.4.1. Preapproval for out of class payment is not necessary in situations where employees are acting out of class to backfill for the unexpected short term leave of a coworker who is represented under this agreement.

9.4.1. During the ninety (90) continuous days of work or any extension thereof, employees performing at the higher classification shall be placed at the next higher step in the new classification as would constitute a minimum of four and one-half percent (4-1/2%) over the base hourly wage, received prior to the assignment, not to exceed the top rate of the higher classification,

except as provided below. Additionally, any employee eligible to receive step increases in the normal progression of his/her classification shall continue to receive the increases and the out of class pay will be adjusted accordingly.

9.4.2. The Union will be notified of any extension of the out-of-class assignment by the County beyond ninety (90) days. If the employee is required to work out-of-class for more than ninety (90) days, the Union may request a meeting for the sole purpose of clarifying why the employee is still working out-of-class.

9.4.3. Employees in a training capacity may be assigned work normally performed by a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 9.4.1. An employee assigned to a training position shall be under the supervision and guidance of his/her immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive, normal working days.

9.4.4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

9.5. Promotions: Promotions will be conducted in accordance with the applicable Administrative Guidelines for Career Service. A regular employee promoted to a higher classification shall be placed at the salary step of the promotive classification as would constitute a minimum of four and one-half percent (4-1/2%) over the base hourly wage received prior to promotion, not to exceed the top step of the new salary range.

9.6. Overtime: The provisions of this section (9.6 Overtime) shall apply to hourly employees only. Except as otherwise provided in this article, hourly employees on a five (5) day schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) in one (1) day, exclusive of the lunch period, or forty (40) in one (1) week. Employees on a seven (7) hour per day schedule will receive straight time for work performed during the eighth (8th) hour and overtime paid when working in excess of eight (8) hours in one (1) day or forty (40) in one (1) week, exclusive of lunch period. Employees working full-time alternative workweeks will receive overtime for hours worked beyond their regular scheduled workday (minimum number of hours of the alternative scheduled workday must be at least eight (8) hours), exclusive of the lunch period, or forty (40) in

one (1) week. Employees working a part-time schedule will receive overtime after forty (40) hours in one (1) week, exclusive of lunch period.

9.6.1. All overtime shall be authorized or scheduled in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regular scheduled workday for the individual.

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

9.6.3. Authorized overtime shall be compensated in time periods of one-quarter (1/4) hour. Where an employee works any portion of a one-quarter (1/4) hour time period, the employee shall accrue overtime as if s/he had worked the full one-quarter (1/4) hour.

9.6.4. For purposes of computing overtime, all authorized time off in a pay status shall be considered as time worked.

9.6.5. There shall be no practice of compensatory time off except by mutual agreement between the employee and the manager/designee. Compensatory time shall be earned at the rate of one and one half (1-1/2) times the regular rate. With mutual agreement, compensatory time may be earned as a mix of time off and paid time (for example, one hour of straight time, one half-hour of time off).

9.6.6. All hours worked on a regular scheduled day off will be compensated as overtime providing the employee has been in pay status a minimum of forty (40) hours, exclusive of overtime, in the workweek.

9.7. Physical Call-Out: A minimum of four (4) hours at the overtime rate shall be allowed for each call-out where the employee is called and returns to a designated work site after completing his/her regular shift and leaving the work site. Where such overtime exceeds four (4) hours, the actual hour worked shall be allowed at overtime rates. This shall include travel time from the employee's residence to the designated work site or place of assignment. Scheduled non-work days

are not subject to call-out pay when the employee is scheduled for overtime work.

9.7.1. Technological Call-Out (TCO): A TCO is where an employee is called to return to duty and performs those duties via telephone, facsimile, computer or similar electronic device that does not require returning to a designated work site. If the time required responding to the TCO exceeds nine (9) minutes, then a minimum of thirty (30) minutes pay at the overtime rate shall be given. If the time exceeds thirty (30) minutes (or aggregate time of multiple TCOs exceeds thirty (30) minutes), then a minimum of one (1) hour of pay at the overtime rate shall be given. Any TCO or aggregate TCOs exceeding one (1) hour shall be compensated for at the overtime rate for all actual time worked.

9.8. Standby: Standby is off duty time during which an employee is required to restrict her/his activities and be available to report to work. Employees assigned to standby status in writing shall be compensated at the rate of ten percent (10%) per hour for all hours spent on standby. If called to work the employee shall cease being paid standby and be paid in accordance with Section 9.7.

9.9. Professional Licenses and Certifications: Employees compensated under this section, when requested by the manager/designee, are required to show proof of having a current, valid license or certificate.

9.9.1. Professional License: Employees may be required to have one (1) or more current Washington State professional licenses in the branches of Civil, Electrical, Hydraulic, Industrial, Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, Geology or Illumination shall be paid an additional one hundred dollars ($100.00) per month If the professional license is not required but related to the employee's work, they will receive fifty dollars ($50.00) per month. It is agreed to by the County and the Union that no employee will be removed from an existing position because of a lack of license(s)/certification(s).

9.9.2. Professional Certifications:

9.9.2.1. Within the terms of this Agreement, certification includes, and is limited to, International Conference of Building Officials Certifications in Building Inspection, Code Enforcement Officers, Landscape Architecture, Certified Floodplain Manager, Mechanical,

Plumbing, Combination Inspector, Fire and Plans Examiner, and State Certified Public Accountant.

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

9.9.2.3. All Employees who have one or more valid certifications as described in Section 9.9.2.1 above in a discipline directly applicable to their employment, shall be paid an additional fifty ($50.00) dollars per month.

9.9.3. License/Certification Fees: The County will reimburse for the original (if original was required and obtained by employee after KC employment) and each renewal cost of the required license(s)/certification(s) and will reimburse the cost of continuing education courses/materials required to maintain those license(s)/certification(s), excluding travel expenses.

9.9.4 Reopener for Professional License and Certification: The County and Union agree to reopen Article 9 of this CBA in the event the Washington State Legislature enacts legislation requiring continuing education credits for the holders of professional licenses and/or certifications, as identified in Article 9.9.1 and 9.9.2 herein. The purpose of this reopener is to discuss appropriate compensation adjustments in light of the new requirements.

9.10. Special Duty: Employees required by the County to perform duties in an air-purifying respirator and chemical-resistant clothing shall receive a five percent (5%) wage premium for all duties performed while so outfitted.

9.11. Defense and Indemnification: In accordance with KCC Chapter 4.13, whenever an employee or former employee is named as a defendant in a civil or criminal action arising out of the performance of the employee's duties and is acting within the scope of employment, the County shall, at the written request of the employee, furnish counsel (or, solely at the County's discretion, reimburse the employee the cost of their private counsel) to represent the employee to a final determination of the action, without cost to the employee. To have the benefit of such legal representation and indemnification, the employee must have acted in good faith, with no reasonable cause to believe such conduct was unlawful, and within the scope of their county employment. All questions as to whether the employee is entitled to indemnification shall be decided by the chief civil deputy prosecuting attorney in accordance with KCC 4.13.020(B).

9.12. Boot Allowance: Eligible employees who are required by the County to wear a specified type of safety boot, will receive a reimbursement, voucher or replacement item, in the amount determined by the policy and procedures established by their Department.

9.13. Wage Study Reopener: The County and Union will jointly conduct a wage study to analyze agreed upon comparables related to compensation rates and stamping responsibilities for professional engineers. The parties commit to complete the wage study approximately six months after full ratification.

ARTICLE 10: HOURS OF WORK

10.1. Workweek: The standard workweek for all employees shall consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the lunch period, and not to exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. The working hours of each day shall normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts and alternate and flex workweeks are recognized as provided under Section 10.4. It is understood that the standard workweek and/or normal working hours of some positions do not fall within standards provided in this provision, as outlined above, and are not eligible for the premium under Section 10.5.

10.2. Flood Emergency: In the event of a flood emergency, the normal working hours of employees may be changed, provided that eight (8) hours advance notice is given. The normal flood emergency shift shall be of twelve (12) hours duration. Standby and/or alert status shall not be used to circumvent the required eight (8) hours notice.

10.2.1. Disaster/Emergency Response: Includes, but is not limited to, natural disasters, chemical releases, power outages or terrorist threats.

10.2.2. Dependent upon the nature of the disaster/emergency, employees deemed to be essential personnel are required to report for work. Depending on the nature of the disaster/emergency, essential personnel may vary. The County will make every effort to identify essential personnel prior to disaster/emergency situations.

10.3. Breaks: Employees shall receive fifteen (15) minutes paid rest period for each work period of four (4) hours or more. Rest periods shall be taken as near as possible to the mid-point of each four (4) hour work period. No employee shall be required to work more than three (3) hours

without a rest period. Employees shall be allowed an unpaid meal period of at least thirty (30) minutes which shall commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift. Rest and meal periods may not be combined.

10.4. Alternate, Part-Time and Flex Workweeks: Not withstanding Section 10.1 an alternate, part-time and/or flex workweek may be implemented during the term of this Agreement upon approval by the manager/designee. Specific conditions for an alternate, part-time and/or flex workweek shall be subject to written agreement between the manager/designee and the employee prior to implementation. The conditions must include, but are not limited to, the date the alternate and/or flex workweek begins and when and under what circumstances the agreement will terminate or be renewed. Holidays and overtime will be compensated in accordance with the terms of this Agreement. For purposes of this Agreement, "flex" is defined as having different start/quit times scheduled for each workday of the workweek, and "alternate" is defined as the number of hours and/or days scheduled for work during a workweek.

10.5. Exceptional Work Schedules: The County may make temporary changes to normal working hours where circumstances require that work must be performed outside of the normal working hours, providing that the changes are made in whole workdays. Working hours as provided under Sections 10.1 and 10.4 shall be excluded from an exceptional work schedule.

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

10.5.2. An employee assigned to an exceptional work schedule shall be eligible for ten (10) percent above her/his base hourly rate for all work performed outside the normal working hours. Overtime shall apply to work performed in accordance with Article 9.6.

10.5.3. Assignments of less than seven (7) days duration may be made by providing a minimum of twenty-four (24) hours notice to the employee, and forty-eight hours (48) where possible; except for emergencies. Assignments of an indeterminate period beyond seven (7) days may be made by providing a minimum of seven (7) calendar days notice to the employee. The day upon which the employee receives notice of an exceptional work schedule shall constitute the first

day of notice.

10.6. Telecommute: Employees may be eligible to telecommute in accordance with the County's Telecommuting Policy.

ARTICLE 11: VEHICLES

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

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

11.3. Overnight storage of a County vehicle at a secure County facility may be allowed provided it can be demonstrated that the employee normally begins or ends the workday in the field and the distance to the overnight storage site is less than a return trip to the employee's main office, if approved by the Department Director.

11.4. The assignment of take-home privileges for 24-hour vehicle assignments, whereby an employee shall be permitted to park such a vehicle at his/her residence overnight, shall be made by the Department Director or Designee. The assignment shall be in accordance with department standards. The standards will be reviewed annually and subject to updating following the review. Any change will be negotiated.

11.5. The employee shall be notified of any change in vehicle assignment fourteen (14) days prior to the implementation.

11.6. Compensation for hourly employees with assigned vehicles will be in accordance with the applicable FLSA rules and regulations.

11.7. Employees with take-home privileges are required to submit any reports or other documents required by the County when requested.

11.8. The assignment of vehicles and/or take-home privilege shall be reviewed at least annually or more often depending on business needs. For example, seasonal duties, light duty, change in assignment, etc.

ARTICLE 12: EMPLOYEE RIGHTS

12.1. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's work performance or the program of the agency.

12.2. If the County determines to bring disciplinary action against an employee, the employee shall be apprised of his/her rights of appeal and representation as provided for in the Grievance Procedure of this Agreement.

12.3. The County may issue a written reprimand, suspend, demote, or discharge a regular employee for just cause.

12.4. Counseling and warnings whether issued in writing or given orally are considered notice not discipline and will not be used for determining progressive discipline.

12.5. Employees hired into regular positions will serve a six (6) month probation period. The probation period may be extended by the manager/designee at his/her discretion, not to exceed one (1) year. The probation period may also be waived by the manager/designee at his/her discretion. Probation for employees who are placed in lieu of layoff or who bump in lieu of layoff will be governed by both this section as well as Article 15 which provides that an employee who is placed or bumps into another position in lieu of layoff after receiving a layoff notice, is subject to probation as may be required by Career Service Rules, however, the "at will" element of probation is not applicable to such employees. If it is determined during the probationary period that the employee is not qualified or cannot perform in a satisfactory manner, the employee will be transferred or laid off and referred back to Career Support Services.

ARTICLE 13: TEMPORARY EMPLOYEES

13.1. The duration of King County temporary employee assignments will be administered in accordance with the King County Code and 2005 King County Personnel Guidelines. KCC 3.12.010 provides that short term temporary employees shall be limited to 910 hours in a rolling calendar year in work units in which a thirty five hour work week is standard, or be limited to 1040 hours in a rolling calendar year in work units in which a forty hour work week is standard.

13.2. The County agrees that it will not use short-term temporary or term-limited temporary employees to supplant regular positions.

13.3. Individuals offered short-term temporary or term-limited temporary employment shall meet the same pre-employment standards as applicants for regular employment. A copy of the standards used shall be provided, upon request, to the Union.

13.4. If the short-term temporary or term-limited temporary employee subsequently receives regular employment in the same classification, the probationary period, or part thereof, may be waived by the manager/designee.

13.5. Where the Agreement is silent, short-term temporary and term-limited temporary employees are governed by provisions of the King County Code, as modified.

13.6. The County performs an annual review of short-term and term-limited temporary employee usage called the Body of Work Review. The County will annually meet with the Union to discuss the results of the review, and provide any relevant documentation.

ARTICLE 14: UNION REPRESENTATION

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

14.2. The Executive Director and/or Representative shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The Union will furnish the County's Labor Negotiator with the names of stewards when appointed. The steward shall be allowed reasonable time to perform steward duties during regular working hours.

14.3. Union stewards or other County employees representing union interests during contract negotiations are authorized to meet with County management during the working hours without loss of pay, but shall not be eligible for overtime for such activities. The Union will limit its representation to two (2) County employees from DPER, DNRP, DOT and one (1) County employee from DES, during negotiations held on County time, except where through mutual agreement it is deemed to be in the best interests of the parties to exceed such limit.

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

such facilities.

14.5. A regular employee elected or appointed to office in the Union which requires a part of all of their time shall be given leave of absence up to one (1) year without pay upon application.

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

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

14.8. Electronic Mail: The Union may use email for jointly communicating information in which the County has an interest such as: general meeting announcements and scheduling, labor/management committee communiqués (agendas, minutes, announcements and scheduling), and other like information. A Shop Steward may use the County's email system for communications consistent with the County's Acceptable Use Policy.

ARTICLE 15: REDUCTION IN FORCE/SENIORITY

DEFINITIONS:

a. Seniority: Bargaining unit seniority shall be defined as the total service with King County in the bargaining unit. Effective upon implementation of this agreement, seniority accrual will be adjusted when in a non-pay status for more than thirty (30) consecutive days. For time in a non-pay status exceeding thirty (30) days, the adjustment will include the initial thirty (30) days. Employees working a part-time schedule will receive prorated seniority based on the full-time work schedule in the work unit, as defined in Article 10.1. An employee who leaves County employment for more than five (5) years will lose all accrued seniority. An employee who has left the bargaining unit for any duration but remains in County employment will be credited for prior service in the bargaining unit, including time spent as an FTE, TLT, or Short-Term temporary employee, if rehired into a bargaining unit position. An employee who has not completed his/her probationary period in a bargaining unit classification will be included on the seniority list in the last bargaining unit classification in which s/he previously held regular status, if any. In the event there are two (2) employees having the same bargaining unit seniority, the County will consider ability and skill to be

the determining factor on retention.

b. DPER: For purposes of this Article, the Department of Permitting and Environmental Review will be considered a Division.

15.1. Pre-Layoff Process:

a. Reassignment: The County will conduct a process of reassigning employees to occupied or vacant positions for the purpose of attempting to layoff the least senior employee in the classification slated for reduction. Employees who are reassigned to occupied or vacant positions within their respective Division will not be required to serve a probation period. Employees who are similarly reassigned to occupied or vacant position outside their division may be required to serve a probationary period as provided under Article 12 of this agreement. However, employees may refuse reassignment outside of their Division and consequently may elect to be laid off and exercise any bumping rights pursuant to the terms of this agreement. This management directed process is not grievable.

b. Mitigation: The County and the Union shall jointly endeavor to find ways to minimize and/or mitigate the number of employees who must be laid off (*e.g.*, look for other non-staff related cost savings, voluntary reassignment, reassign employees to vacant positions, temporary placement in other departments, or consider leaves of absence.)

15.2. Notice To Union and Affected Employees:

a. When a reduction in force is anticipated, the County will notify the Union Representative at least five (5) calendar days prior to layoff notices being presented to the affected employee(s). The notice will include the name of the division(s), classification(s), and employee(s) identified for layoff.

b. When layoffs are anticipated during the regular budget process, the County will notify the Union and affected employee in writing at least sixty (60) calendar days in advance of any anticipated layoff. This provision only applies to initial notification and does not apply to subsequent layoff due to bumping. Those subsequent layoffs will receive a minimum thirty (30) day notice.

c. In the event the County has a legitimate business reason for doing so, the initial notice requirement can be reduced to a minimum of thirty (30) days in advance of the anticipated layoff.

The County shall provide written notice to the Union of their legitimate business reason. The shortened time frame for notification shall serve as an exception and shall be used sparingly.

15.3. Bumping: Bumping shall not result in a promotion. An employee will have five (5) working days from the time of written notification of layoff to notify the County of his/her intent to exercise his/her bumping rights. The employee's written notice must include the classification(s) within his/her classification series, listed by preference, in which s/he proposes to bump. An employee will forfeit his/her bumping rights if his/her written notice is not submitted within five (5) working days or the County has not accepted a late filing of the notice. The County will, if it determines that there are warranting circumstances, accept a late-filed notice from an employee.

15.3.1. Qualified to Bump: The County shall make a reasonable and rational determination in deciding whether or not an employee is qualified to bump into another position and whether the employee can achieve a satisfactory level of job performance within the probationary period. If the employee is deemed not qualified to bump the County shall provide the employee/Union with written notice and documentation of the reasons and rationale for that determination.

15.3.2. Bump Options: The following are the options to be considered, in order, for a laid off employee:

15.3.2.1. If an employee's adjusted seniority date in the bargaining unit is before January 1, 1986, s/he shall first elect to bump the least senior bargaining unit employee in his/her division and classification for which s/he is qualified. If the employee is unable to bump within his/her division, s/he may then elect to bump the least senior bargaining unit employee in his/her classification for which he/she is qualified. If the employee is unable to bump into his/her classification as described above, s/he may then elect to bump the least senior employee in his/her same classification series in the same division for which s/he is qualified. If the employee is unable to bump within the division, s/he may then elect to bump the least senior bargaining unit employee in his/her classification series for which s/he is qualified. The employee may decline to bump across divisions and elect to bump under Sections 15.3.2.2-4 or be laid-off.

If an employee's adjusted seniority date in the bargaining unit is after January 1, 1986, s/he

may:

15.3.2.2. Bump the least senior bargaining unit employee within the same division and classification for which she/he is qualified.

15.3.2.3. Bump the least senior bargaining unit employee within the same division into a lower paying classification in his/her same classification series for which she/he is qualified.

15.3.2.4. Bump the least senior bargaining unit employee within the same division into a lower paying classification s/he has previously regularly occupied for which she/he is qualified.

15.3.2.5. Bump the least senior bargaining unit employee within the same division into a lateral classification (one that has the same rate of pay) for which s/he is qualified and has previously served a probationary period or had probation waived by the County or a classification directly derived from the same pre-class/comp project classification at the same or lower rate of pay.

15.3.3. Continued Employment: An employee identified for layoff will retain employment with the County at their current rate of pay until the County has completed the bumping process. In the event a grievance has been filed pertaining to the layoff process, the employee will retain employment with the County at their current rate of pay until the grievance process has concluded and a final determination has been made.

15.4. Reduction in Force Grievance Process: In the event the Union disputes the County's determination of an employee's qualifications to bump or be recalled into another position, the Union may file a grievance using the following process. The Union will have five (5) working days from notice of the County's determination to file a grievance with the Division Director. The Division will have ten (10) working days to conduct a meeting with the Union and respond to the grievance. If necessary, the grievance may be elevated to the Office of Labor Relations, which will have ten (10) working days to make a final determination. The final determination is not arbitrable by either the Union or the County.

15.5. Recall: An employee who is laid off will have recall rights to his/her previous classification for two (2) years from the date of layoff, if qualified. An employee retains his/her recall

rights even if s/he accepts another classification or temporary position with the County. Recall will be by seniority where the most senior employee in the classification series will be recalled first. An employee who is laid off shall have one (1) opportunity to refuse a recall in his/her classification, except if the employee is recalled to his/her previous position, in which case a first refusal will terminate the employee's recall rights.

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

15.5.2. Recall for Temporary Work: The County will use bargaining unit employees, in order of seniority, who are on the recall list to perform temporary bargaining unit work in his/her classification series before employing anyone else, provided the employee is qualified to perform the work. An employee on the recall list who is offered the work may decline the temporary work without jeopardizing his/her recall rights under this section.

15.6. Reinstatement: An employee recalled within two (2) years from the time of layoff will have their vacation leave accrual rate and any forfeited sick leave accruals restored.

ARTICLE 16: RECLASSIFICATION

16.1. It is understood by the parties that every incidental task connected with duties enumerated in job descriptions is not always specifically described.

16.2. A reclassification of a position may be appropriate if the duties and responsibilities assigned to the position have changed over a period of one (1) year to the extent that they no longer represent the preponderance of duties and responsibilities enumerated in the class specification, or if the position has been restructured because of reorganization or because the department has assumed new duties and responsibilities. If a division manager or department director believes that a position meets the above criteria and seeks to have the position reclassified, s/he may submit a written request to the Division Director/designee of Human Resources, Department of Executive Services to review

the position and determine if the criteria has been met, if the position should be reclassified, and what the appropriate classification should be.

16.3. An employee may also submit a request for reclassification of his/her position for the reasons set forth under Section 16.2 to his/her division manager for consideration. If it is determined that the position will not be reclassified, but the employee has been doing the preponderance of the duties and responsibilities of a higher paid position, s/he may be eligible for compensation as provided under Article 9.4. Any resultant reclassification shall be made effective on the first day of the pay period following the date the request was signed by the division manager. Failure on the part of King County to process a reclassification request within 180 days of submittal by an employee, or to secure an extension from the Union, will automatically move the matter to Section 16.7 for resolution.

16.4. An employee whose position is reclassified upward due to an accretion of duties and responsibilities will be promoted to the higher classification (see Article 9.5).

16.5. An employee whose position is reclassified due to a reorganization or because the department assumed new duties will be transferred, promoted, demoted, or laid off in accordance with applicable provisions of this Agreement.

16.6. If the reclassification results in a demotion and if the employee remains in the reclassified position, then the employee will be considered to have taken a voluntary demotion and the employee will be eligible for recall (see Section 15.6).

16.7. The County and the Union agree that disputes relating to the classification of a position will be submitted to the Division Director/designee of Human Resources, Department of Executive Services for reconsideration. If the Union disagrees with the Division Director's/designee's decision it may, within thirty (30) days, submit the issue to a neutral third party. The neutral party will be selected by the Division Director of HR/designee and the Union. The decision of the neutral shall be binding upon all parties. An employee may file a classification grievance either under this Agreement or under the King County Personnel Board guidelines, but not both. An employee that files a classification grievance under this Agreement cannot file the same grievance with the King County Personnel Board.

ARTICLE 17: TRANSFER/RE-EMPLOYMENT

17.1. Any regular employee who is promoted or laterally transfers to positions with the bargaining unit and does not successfully complete the probationary period for that position, shall have rights back to a vacant position in his/her former classification or class series, if qualified. If the employee is not qualified, s/he will be placed on the recall list.

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

17.1.1.1. Notification of the vacancy shall be provided to all regular bargaining unit employees whose classification is the same as that of the vacant position and thus eligible for lateral transfer considerations. Additional eligibility will be granted to bargaining unit employees who are at the same pay rate, same classification, or higher pay rate of a classification previously held pre-classification/compensation implementation. Notification to bargaining unit employees will be via the King County Jobs website and posted on the designated 17A bulletin board.

17.1.1.2. Eligible regular employees expressing interest in a lateral transfer shall be interviewed by the manager/designee.

17.1.1.3. Interested eligible regular employees who are not selected though the lateral transfer process may notify the hiring authority/designee in writing that they wish to be included in the competitive examination process for that position. The notification by the employee must be made within three (3) working days after notification of not being selected as a lateral transfer to the individual designated by the hiring department and shall not be bound by any otherwise applicable application deadline.

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

17.2. Nothing in this Agreement restricts the manager/designee from transferring an employee to another work unit in the department to meet business needs.

ARTICLE 18: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

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

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

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

18.2. A grievance is an issue raised by an employee regarding the interpretation and application of the terms and provisions of this agreement.

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

18.4. Procedure:

Step 1 - A grievance shall be presented by either the aggrieved employee or the Union to the employee's immediate supervisor and must; a) fully describe the grievance and how the employee was adversely affected, b) set forth the section(s) of the Agreement allegedly violated and, c) specify the remedy or solution being sought by the employee(s) filing the grievance. The immediate supervisor shall attempt to resolve the matter, responding to the employee in writing within fifteen (15) working days of the receipt of the grievance. If the grievant does not pursue the matter to the next level within fifteen (15) working days, it shall be presumed resolved.

Step 2 - Should no resolution be reached at Step 1, the written grievance shall then be presented to the manager/designee for investigation, discussion and written reply. The director/designee shall make his/her written decision available to the aggrieved employee within fifteen (15) working days after receipt of the grievance. If the grievant does not pursue the matter to the next higher level within ten (10) working days, it shall be presumed resolved.

Step 3 - If the decision of the manager/designee has not resolved the grievance, the grievance along with supporting documentation may be presented by the Union to the Labor Negotiator/designee, who, within fifteen (15) working days of receipt of the grievance, will contact both the Union and the Department(s) to discuss the facts and circumstances surrounding the grievance, the concerns of both the Union and Department(s) and explore possible settlement options.

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

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

Step 4 - If the decision of the Labor Negotiator/designee does not resolve the grievance, either party may request arbitration within thirty (30) calendar days of receipt of the Step 3 decision. The Union and the County shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a list of five (5) supplied by FMCS or PERC. The arbitrator shall render a decision within thirty (30) calendar days of the hearing date. The decision of the arbitrator shall be final and binding upon both parties.

18.4.1. Selection of Arbitrator. Should arbitration be necessary, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by PERC or the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The party to strike first shall be determined by a coin toss.

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

18.6. No matter may be arbitrated which the County, by law, has no authority over or has no authority to change.

18.7. There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

18.8. Each party to an arbitration proceeding shall bear the full costs of its representatives and witnesses regardless of the outcome. The arbitrator's fees and expenses and any court reporter's fee and expenses agreed to by the Union and the County shall be borne equally by both parties.

18.9. Time limits set forth in this Article may be extended by mutual agreement.

18.10. Selection of this grievance procedure for the resolution of a dispute shall preclude the use of any other procedure in resolving the matter at issue.

18.11. The provisions of this Article will not apply to probationary, temporary, provisional and term-limited temporary employees if they are discharged.

18.12. Mediation:

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

18.12.2. Grievance: After a grievance is initially filed, the following Alternative Dispute Resolution (ADR) process may be followed, with mutual consent.

18.12.2.1. A meeting will be arranged by the County and Union Representatives.

18.12.2.2. **(a)** The meeting will include a mediator(s) and the affected parties.

(b) The parties may mutually agree to other participants such as subject matter experts.

18.12.2.3. The parties will meet at mutually agreeable times to attempt to resolve the matter.

18.12.2.4. If the matter is resolved, the grievance will be withdrawn.

18.12.2.5. If the matter is not resolved, the grievance may continue through the grievance process.

18.12.2.6. Either party can initiate the next step in the grievance process at the appropriate times, irrespective of this process.

18.12.2.7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This section does not supersede or preclude any use of grievance mediation later in the grievance process.

ARTICLE 19: DURATION

19.1. This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the King County Council and will cover May 1, 2011 through April 30, 2015.

19.2. Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty (30) days prior to November 1, 2014.

APPROVED this 15 day of JANUARY, ~~2012.~~ 2013

By: _____
King County Executive

Professional and Technical Employees, Local 17:

_____
Joseph L. McGee, Executive Director

_____
Behnaz Nelson, Union Representative

Department of Natural Resources and Parks
and
Department of Transportation

Job Class Code	PeopleSoft Job Code	Classification	Pay Range*
7114300	712303	Capital Project Manager I	54
7114400	712403	Capital Project Manager II	59
7114500	712503	Capital Project Manager III	64
7114600	712604	Capital Project Manager IV	69
7112100	711106	Engineer I	54
7112200	711207	Engineer II	59
7112300	711310	Engineer III	64
7112400	711403	Engineer IV	69
7113100	711601	Engineering Technician I	43
7113200	711701	Engineering Technician II	47
7520100	752103	Environmental Scientist I	54
7520200	752204	Environmental Scientist II	59
7520300	752303	Environmental Scientist III	64
7520400	752402	Environmental Scientist IV	69
7521100	752503	Environmental Specialist I	47
7521200	752602	Environmental Specialist II	51
5321100	535203	Health and Environmental Investigator I	51
5321200	535302	Health and Environmental Investigator II	58
5321300	535402	Health and Environmental Investigator III	60
2441100	243102	Project/Program Manager I	53
2441200	243203	Project/Program Manager II	58
2441300	243302	Project/Program Manager III	63
5316100	532801	Site Development Specialist I	59
5316200	532901	Site Development Specialist II	64

For rates, please refer to the King County Squared Table

***Steps 1, 2, 4, 6, 8, 10 Only**

Department of Permitting and Environmental Review

Job Class Code	PeopleSoft Job Code	Classification	Pay Range*
4200100	421103	Administrative Office Assistant	29
4201100	421204	Administrative Specialist I	33
4201200	421305	Administrative Specialist II	37
4201300	421403	Administrative Specialist III	41
4201400	421502	Administrative Specialist IV	46
5311100	531101	Code Enforcement Officer I	54
5311200	531202	Code Enforcement Officer II	61
5311300	531002	Code Enforcement Officer III	64
5311400	531702	Code Enforcement Officer IV	68
7112100	711106	Engineer I	54
7112200	711207	Engineer II	59
7112300	711310	Engineer III	64
7112400	711403	Engineer IV	69
7520100	752103	Environmental Scientist I	54
7520200	752204	Environmental Scientist II	59
7520300	752303	Environmental Scientist III	64
7520400	752402	Environmental Scientist IV	69
7521100	752503	Environmental Specialist I	47
7521200	752602	Environmental Specialist II	51
4101100	411102	Fiscal Specialist I	34
4101200	411203	Fiscal Specialist II	38
4101300	411302	Fiscal Specialist III	42
5312100	531301	General Inspector I	54
5312200	531401	General Inspector II	59
5312300	531501	General Inspector III	64
2211200	221602	Inventory Purchasing Specialist II	46
5313100	532101	Land Use Coordinator	49
5313200	532201	Land Use Coordinator - Senior	51
5314200	532401	Permit Review Coordinator	49
5314300	532002	Permit Review Coordinator - Senior	51
5315100	532501	Plans Examination Engineer I / Plan Review Coordinator	54
5315200	532601	Plans Examination Engineer II / Plan Review Coordinator	59
5315300	532701	Plans Examination Engineer III / Plan Review Coordinator	64
2441100	243102	Project/Program Manager I	53
2441200	243203	Project/Program Manager II	58
2441300	243302	Project/Program Manager III	63
2243100	225304	Records Management Specialist	46
5316100	532801	Site Development Specialist I	59
5316200	532901	Site Development Specialist II	64
4400100	441102	Technical Information Processing Specialist I	32
4400200	441202	Technical Information Processing Specialist II	36
4400300	441302	Technical Information Processing Specialist III	40

For rates, please refer to the King County Squared Table
***Steps 1, 2, 4, 6, 8, 10 Only**

Department of Executive Services - Facilities Management Division

Job Class Code	PeopleSoft Job Code	Classification	Pay Range*
7114300	712303	Capital Project Manager I	54
7114400	712403	Capital Project Manager II	59
7114500	712503	Capital Project Manager III	64
7114600	712604	Capital Project Manager IV	69
7114100	712102	Capital Project Management Technician I	42
7114200	712202	Capital Project Management Technician II	47
2215200	0223904	Contract Specialist II	61
2215300	0224004	Contract Specialist III	66
5324100	0537202	License Inspector	55
2441200	0243203	Project/Program Manager II	58

For rates, please refer to the King County Squared Table

***Steps 1, 2, 4, 6, 8, 10 Only**

APPENDIX A

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS, LOCAL 17
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by International Federation of Professional & Technical Engineers, Local 17 - Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation

cba Code	Union	Contract
040	IFPTE, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and International Federation of Professional & Technical Engineers, Local 17 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>

APPENDIX A

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

B. <u>2013 COLA</u>

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

C. <u>2014 COLA</u>

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

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

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if

APPENDIX A

more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

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

11/9/10
Date

For King County:

P. Cole-Tindall

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office

11-5-10
Date

APPENDIX B

Memorandum of Understanding
By and Between
King County
and
International Federation of Professional & Technical Engineers, Local 17
(Representing employees in the Department of Executive Services, Facilities Management Division)

Subject: Capital Project Manager Accretion Addendum

After a 100 percent showing of interest in joining International Federation of Professional & Technical Engineers, Local 17, King County hereby accretes the Capitol Project Manager job classification series at the Department of Executive Services into the Local 17A bargaining unit.

The intent of this Memorandum of Understanding is to acknowledge the status quo compensation terms for the accreted employees and to extend the previously negotiated provisions of the collective bargaining agreement to them. The terms and conditions of this agreement and the terms and conditions contained in Attachment 1 apply exclusively to all regular full time, regular part time and term-limited temporary employees in the classifications of Capital Project Manager I-IV and Capital Project Management Technicians who work for the Facilities Management Division of the Department of Executive Services.

The provisions below, as well as those contained in the addendum hereto, shall expire with the collective bargaining agreement between the parties and shall be renegotiated or renewed with the collective bargaining agreement. If this agreement is silent on the matter, the terms and conditions of the Local 17A collective bargaining agreement will prevail.

Reduction in Force:

Seniority is defined as time in the bargaining unit calculated from the date that King County granted recognition to this group. For employees on a part-time schedule, seniority will be prorated based on the proportion of the full time schedule they are working.

If a Capital Project Manager position is to be eliminated, term-limited temporary employees will be eliminated first. Thereafter, layoff will be determined based on inverse seniority (lowest in seniority going first) among the employees covered by this addendum, provided that the remaining employees have the ability to satisfactorily perform the available work. When the department has determined that an employee identified for layoff is not qualified for the positions held by less senior employees, the Career Support Services program will perform a comprehensive skills assessment for the employee selected for layoff; the department will furnish Career Support Services with a complete and up-to-date description of the position that is potentially a bumping option; and the department will consult with Career Support Services about whether the laid-off employee can be expected to achieve a satisfactory level of job performance within the duration of a probationary period, in the bumping option position. The parties will abide by the decision of Career Support Services and such decision shall not be grievable by either party.

APPENDIX B

In the event that there are two employees who have the same seniority under the terms of this paragraph, then seniority will be determined by the employee's adjusted service date with King County (including time with METRO and Seattle/King County Public Health).

A member of this bargaining unit laid-off from his/her-career service position may elect to bump into a TLT position (if any) within the bargaining unit. Recall and reinstatement rights are identical to those in Sections 15.6 and 15.7 of the Local 17A collective bargaining agreement.

Bumping Protection:

Members of this addendum shall not be subject to the reduction in force provision of the Local 17A Master Agreement nor such language contained in any of its other addendums.

Wages:

Job Class Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification	Range*
7114300	8516	712303	Capital Project Manager I	54
7114400	8517	712403	Capital Project Manager II	59
7114500	8518	712503	Capital Project Manager III	64
7114600	8519	712604	Capital Project Manager IV	69
7114100	8514	712102	Capital Project Management Technician I	42
7114200	8515	712202	Capital Project Management Technician II	47
For rates, please refer to the King County Squared Table ***Steps 1, 2, 4, 6, 8, 10 Only**				

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

Behnaz Nelson
Union Representative

8/18/09
Date

For King County:

Lance King
Labor Negotiator
Human Resources Division
Department of Executive Services

8/25/09
Date

APPENDIX B

ATTACHMENT 1

Memorandum of Understanding
By and Between
King County
and
International Federation of Professional & Technical Engineers, Local 17
(Representing employees in the Department of Executive Services, Facilities Management Division)
(Subject: Capital Project Manager Accretion Addendum)

The intent of this agreement is to acknowledge the status quo compensation terms for the accreted employees and to extend the previously negotiated provisions of the collective bargaining agreement to them.

Wage Rates:

Employees who are hired at step one (1) of the ten (10) step pay scale will advance to step two (2) after successful completion of the probationary period. Steps thereafter will consist of two (2) steps on the ten (10) step pay scale to be applied annually on January 1st. Employees who are hired above step one (1) may advance to the next step after successful completion of probation. Steps thereafter will consist of two (2) steps on the ten (10) step pay scale to be applied annually on January 1st. Additionally, an employee who has been at the top step of his/her salary range for two (2) years or more will be eligible annually for a merit increase of 2.5% or 5% in accordance with the King County Merit Pay Plan in effect November 1, 2000.

Executive Leave:

Fair Labor Standards Act (FLSA)-exempt leave-eligible employees represented by this Agreement are expected to work the hours necessary to satisfactorily perform their jobs and may need to work, on an on-going basis, in excess of the standard work schedule of other King County employees. In recognition of this, the employees will receive a minimum of three (3) days of Executive Leave during the calendar year and shall also be eligible for a maximum of an additional seven (7) days of Executive Leave per calendar year. Executive Leave will be determined pursuant to Executive Policy PERS 8-1-2, when authorized by the immediate supervisor. Executive Leave must be used in the payroll year in which it was granted and cannot be carried over into the next payroll year or cashed out.

Contracting of Work:

The County agrees not to contract out work historically performed by members of the bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. If in order to secure funding for a specific project the County is required to contract all or part of the work to be performed due to limitations imposed by the funding agreement, said contracting shall not be considered a violation of this Article as long as it does not eliminate or reduce the normal workload of the bargaining unit. The county agrees to provide the union, upon request, with documentation to support any contracting of work under the terms of this section.

APPENDIX C

Memorandum of Understanding

By and Between

King County

and

International Federation of Professional & Technical Engineers, Local 17

Subject: Accretion of BRED (Business Relations and Economic Development, King County Executive Office) employees into International Federation of Professional & Technical Engineers, Local 17 bargaining unit – corrections to Memorandum of Understanding 040VR0210

The parties, King County (as represented by Deborah Bellam) and International Federation of Professional and Technical Engineers, Local 17 (as represented by Jacob Metzger) have agreed to correct three errors in the Memorandums of Understanding signed November 4 and 5, 2010, related to wages for Douglas Burke Eglington (page 1, below), J. Todd Scott (bottom of page 2) and John Trausch (bottom of page 2): These corrections are included in this revised Memorandum of Understanding.

The Historic Preservation Group in BRED is currently scheduled to move to the Department of Natural Resources and Parks and includes:

NAME	RANGE/STEP	FLSA STATUS	JOB TITLE & CLASS CODE
Kent (Charlie) A. Sundberg	Range 63 Step 10 (receiving merit pay in 2010)	FLSA exempt	Project/Program Manager III 2441300
J. Todd Scott	Range 63 Step 5	FLSA exempt	Project/Program Manager III 2441300
Douglas Burke Eglington (TLT part time)	Range 63 Step 10 (receiving merit pay in 2010)	FLSA exempt	Project/Program Manager III 2441300
Philippe David LeTourneau (TLT part time)	Range 63 Step 7	FLSA exempt	Project/Program Manager III 2441300

APPENDIX C

The Contract Compliance group in BRED is currently scheduled to move to the Department of Executive Services and includes:

NAME	RANGE/STEP	FLSA STATUS	JOB TITLE & CLASS CODE
Charles Leviege	Range 66 Step 10	FLSA exempt	Contract Specialist III 2215300
Mary Rainey	Range 61 Step 6	FLSA exempt	Contract Specialist II 2215200
John Trausch	Range 58 Step 5	FLSA non exempt	Project/Program Manager II 2441200

All employees on this list - with the exception of Charles LeViege - served unpaid furlough in 2009 and all - with the exception of Charles LeViege - received furlough replacement time (FRT) as non represented employees in 2010. This Memorandum of Understanding (MOU) in no way changes the furlough or FRT status of any of these employees.

The parties agree to accrete the classifications held by the Department of Natural Resources and Parks and the Department of Executive Services employees identified on this list into the Local 17A bargaining unit (King County contract code 040). The terms of the applicable collective bargaining agreement (CBA) will apply, with the following exceptions:

1. The two employees awarded merit pay for 2010 will continue to receive merit pay through December 31, 2010, only, consistent with King County's merit pay system rules, and consistent with the terms of this agreement;

2. FLSA exempt classifications shall remain FLSA exempt;

3. The January 1 step increase date applied to these employees (as non represented employees) in 2010 shall be applicable on January 1, 2011, as well. The anniversary date step increase dates in the applicable Local 17 CBA will not apply to these employees until after January 1, 2011, but will apply in 2011 consistent with the terms of the CBA.

4. Step placement upon accretion will be as follows:

Sundberg will remain at step 10
Scott will remain at step 5 until January 1, 2011
Eglington will remain at step 10
LeTourneau will remain at step 7 until January 1, 2011
Leviege will remain at step 10
Rainey will remain at step 6 until January 1, 2011
Trausch will remain at step 5 until January 1, 2011.

APPENDIX C

5. Seniority and Bumping: Seniority is defined by Article 15.3 of the Local 17 CBA. The effective bargaining unit seniority date for the employees covered by this MOU is the date of the last signature to this Agreement. With respect to bumping, though the rules that govern the bumping process are found in Article 15.5, only BRED employees may bump other BRED employees. Other employees may not bump or be bumped by BRED employees for the duration of this MOU.

After January 1, 2011, employees not yet at step 10 will receive a step increase, consistent with the CBA, on their anniversary dates in 2011, except that such employees will move up one (1) step rather than two (2) due to the January 1, 2011, step increases. This will mean that some employees will be placed on an odd number step not currently in the CBA. Employees not yet at step ten (10) in 2012 will advance two (2) steps on their anniversary dates consistent with the terms of the CBA.

The parties acknowledge that Article 9.1 of the Local 17A CBA provides the following:

9.1 Cost of Living (COLA): Effective January 1, 2010, wage rates in effect on December 31st of the previous year shall be increased by ninety percent (90%), CPI-W, U.S. All Cities based on September to September figures of the prior year. The minimum COLA shall be two (2) percent and the maximum shall be six (6) percent.

The seven (7) employees covered by this Agreement have not yet received this 2010 COLA. These employees shall receive 2010 COLA, consistent with Article 9.1, effective January 1, 2010.

The parties acknowledge that the current CBA expires April 30, 2011, and terms relating to wages and steps and other wage and benefit related matters outlined in this CBA could change through bargaining after expiration. Unless expressly excluded in writing, such changes shall apply to the classifications listed in this Memorandum of Understanding. Additionally, the issue of continued eligibility for merit pay for the BRED employees (merit over step 10) under the terms of the County's Merit Pay Program will be considered "open" and may be bargained as a term included in the successor to the current CBA.

The parties have discussed the fact that the BRED employees listed in this MOU are currently scheduled to transfer from the Executive's Office to the Department of Natural Resources and Parks and to the Department of Executive Services and the parties further agree that if such transfer does take place, terms of this agreement and applicable CBA may be opened as necessary to discuss or bargain the impact of such transfer. Additionally, if changes to this Agreement or applicable CBA are necessitated by the 2011 budget, the parties will discuss and bargain to the extent required by law.

APPENDIX C

This is a full and complete agreement on the issue of the accretion of the BRED classifications into the Local 17A bargaining unit and replaces the Memorandum of Understanding on this topic signed earlier this year. This Agreement is effective September 1, 2010, upon signature of both parties.

For the International Federation of Professional and Technical Engineers, Local 17:

Jacob Metzger
Union Representative

12/12/10
Date

For King County:

Deborah Bellam, Esq.
Labor Negotiator
Office of Labor Relations

12/15/10
Date

APPENDIX D

MEMORANDUM OF UNDERSTANDING

BETWEEN

KING COUNTY

AND

IFPTE, LOCAL 17 (A)

Subject: Planner/ Project Program Manager Addendum

PREAMBLE

The terms and conditions of this Agreement apply exclusively to the employees in the classifications of Project Program Manager II and III who work for the Department of Development and Environmental Services. If this Agreement is silent on the matter, the terms and conditions of the 17A Labor Agreement will prevail. With this addendum the Project Program Managers are adopting the Professional and Technical Class/Comp settlement.

WAGE RATES (Supplants Articles 7 and 8 and the Wage Addendum)

Wages and salaries are as outlined in the Professional and Technical Class/Comp settlement:

Project Program Manager I = Pay Range 53

Project Program Manager II = Pay Range 58

Project Program Manager III = Pay Range 63

Employees who are hired at step one (1) of the 10 step pay scale will advance to step two (2) after successful completion of the probationary period, but no sooner than six (6) months. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date. Employees who are hired above step one (1) may advance to the next step after successful completion of probation, but no sooner than six (6) months, at the discretion of the manager/designee. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date.

APPENDIX D

HOURS OF WORK

Hours of Work are as outlined in the Professional and Technical Class/Comp settlement. In addition, upon adoption of this agreement by both parties, Project Program Manager IIs shall have 60 days to exercise a one-time option of maintaining a 35-hour workweek. Such option shall be exercised by written notification to Administrative Services Division Manager Michael Frawley. Any Project Program Managers II not exercising this option will move to a 40-hour week.

PROJECT PROGRAM MANAGER REDUCTION IN FORCE/SENIORITY

Notice to Union. The County will notify the Union in writing at least thirty days in advance of any anticipated layoff of a regular Employee. The notice will include the name of the division(s), classification(s), and Employee(s) identified for layoff.

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

Seniority Calculation. The seniority date for regular Employees covered by this MOU at the time of its adoption shall be the adjusted service date with King County (including time with METRO). The seniority date for regular Employees hired after the effective date of this MOU will be their date of hire in a classification covered by this Agreement. Seniority for Project Program Managers will be based on the Employees' adjusted service date as determined and maintained by the County.

Loss of Seniority. An Employee who leaves County employment for more than two years will lose all accrued seniority.

Seniority - Layoff and Recall. A regular Employee who has been laid off will be credited for prior service if recalled as provided under this provision. An Employee who has not completed his/her probationary period in a Project Program Manager classification will be included on the seniority list in the last classification in which he/she previously held regular status, if any.

Seniority Tie. In the event there are two Employees have the same seniority, the County will consider ability and skill to be the determining factor on retention.

Placement in a Vacancy. The County will attempt to place an Employee scheduled for layoff in an available vacant position within his/her division and classification if s/he is qualified. If there

is more than one available vacant position in which the Employee is qualified for, the County will consider the Employee's preference before making the placement. If the Employee can not be placed as described above, the County will attempt to place the Employee in any available position for which the Employee is qualified. The Employee may decline a placement into a different classification or division and elect to bump as described below.

Bumping. An Employee who is not placed, as provided above, may elect to bump an Employee with less seniority as provided herein. Bumping shall not result in a promotion. An Employee will have five work days from the time s/he receives written notification of layoff to notify the County of his/her intent to exercise his/her bumping rights. The Employee's written notice must include the classification(s) within his/her classification series, listed by preference, in which s/he proposes to bump. An Employee will forfeit his/her bumping rights if his/her written notice is not submitted within five days or the County has not accepted a late filing of the notice. The County will, if it determines that there are warranting circumstances, accept a late filed notice from an Employee.

A. An Employee may bump a less senior Employee in the same division and classification for which s/he is qualified. An Employee who can not bump is considered displaced and may only bump as provided below or be laid off.

B. An Employee who is displaced, as provided under A may select only one of the following alternatives or be laid-off.

1. Bump a less senior Employee in the same classification in which s/he is qualified.

2. Bump a less senior Employee within the same division in a lower classification s/he has previously regularly occupied for which s/he is qualified.

3. Bump a less senior Employee in a lower classification s/he has previously regularly occupied for which s/he is qualified.

4. Bump a temporary or term-limited temporary Employee in his/her classification or classification series in the bargaining unit for which s/he is qualified. The Employee would then be considered a temporary or term-limited temporary employee and credited for prior service for determining accrual and benefits eligibility.

APPENDIX D

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

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

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

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

Reinstatement. A regular Employee recalled within two (2) years from the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff, and vacation leave accrual rate restored.

APPROVED this 13 day of August, 2003

By: _____
King County Executive

For the Union:

_____

APPENDIX E

MEMORANDUM OF UNDERSTANDING

BETWEEN

KING COUNTY

AND

IFPTE, LOCAL 17 (A)

Subject: Health and Environmental Investigator Accretion Addendum

PREAMBLE

After a 100% showing of interest in joining IFPTE Local 17, King County hereby accretes the Health and Environmental Investigator job classification series at the Department of Natural Resources and Parks into the 17A bargaining unit.

With this addendum the included employees are adopting the Professional and Technical Class/Comp settlement.

Wage and progression rates shall be as included in the 17A CBA and class/comp implementation documents.

HOURS OF WORK

Hours of Work are as outlined in the Professional and Technical Class/Comp settlement. In addition, prior to the adoption of this agreement by both parties, the included employees shall have until December 13, 2002 to exercise a one-time option of maintaining a 35-hour workweek. Such option shall be exercised by written notification to Pam Badger. Any included employees not exercising this option will move to a 40-hour week.

BARGAINING UNIT SENIORITY

Bargaining unit seniority shall be calculated as time in the bargaining unit. Incumbents in the included positions at the time this accretion is made effective shall enter the bargaining unit with the

identical seniority date. Thereafter, seniority shall be calculated according to the terms and conditions of the 17A CBA.

APPROVED this 13 day of August, 2003

By: _____

King County Executive

For the Union:

_____