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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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: Memorandum of Agreement titled Addressing "Total Compensation" Coalition Bargaining: 2015-2016 Budget: AND Cost-of-Living Wage Adjustments for King County Coalition of Labor Unions Bargaining Unit Members 2015-2016.

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 Memorandum of Agreement titled Addressing "Total Compensation" Coalition Bargaining: 2015-2016 Budget: AND Cost-of-Living Wage Adjustments for King County Coalition of Labor Unions Bargaining Unit Members 2015-2016 (KC Document Code: 040C0115_Appendix A_000U0414_TotalComp_2015-2016_scsg.pdf) is incorporated into this CBA and is effective and applicable to this bargaining unit 5/1/15 through 12/31/16. 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, 2015 through December 31, 2016.

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, 2016.

APPROVED this 25th day of June, 2015.

By: _____

King County Executive

Professional and Technical Employees, Local 17:

_____

Joseph L. McGee, Executive Director

Professional and Technical Employees, Local 17

Department of Natural Resources and Parks / Department of Transportation

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
2811100	286102	Business Analyst	63
2811200	286203	Business Analyst - Senior	68
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
7145100	790101	Chief Structural Engineer	72
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 Title	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
5317200	533201	Assistant Fire Marshal	64
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
5301100	533702	Fire Marshal Deputy I	54
5301200	533802	Fire Marshal Deputy II	59
5301300	533902	Fire Marshal Deputy III	62
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**

Professional and Technical Employees, Local 17

Department of Executive Services - Facilities Management Division

Job Class Code	PeopleSoft Job Code	Classification Title	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
THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county's high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero ("0") cost-of-living adjustment (COLA) Agreement intended to address the county's budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating "sound financial management" as well as by recognizing King County employees, the county's "most valued resource," in working with King County to meet the challenges that will be presented during the term of this Agreement.

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Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of $500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

APPENDIX A

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;

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

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

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

5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:

P. Cole-Tindall — 8-22-14

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

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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Labor Organization: Professional and Technical Employees, Local 17

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
050	PTE, Local 17	Court Reporters - Superior Court
040	PTE, Local 17	Departments: Executive Services, Natural Resources & Parks, Permitting & Environmental Review, Transportation
060	PTE, Local 17	Departments: Public Health, Community & Human Services
048	PTE, Local 17	Information Technology
055	PTE, Local 17	Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager
043	PTE, Local 17	Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division
046	PTE, Local 17	Professional & Technical - Department of Transportation
066	PTE, Local 17	Section Managers - Departments: Natural Resources & Parks, Permitting & Environmental Review, Transportation
065	PTE, Local 17	Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation
047	PTE, Local 17	Transit Administrative Support
042	PTE, Local 17	Transit Chiefs - Department of Transportation, Metro Transit Division
044	PTE, Local 17	Transit Supervisors - Department of Transportation, Metro Transit Division

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director

8/20/14
Date

APPENDIX A
ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

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2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

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5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

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6. This Agreement shall remain in effect through December 31, 2013.

For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson, Secretary-Treasurer — 4/25/11 Date

For Office & Professional Employees International Union, Local 8:

Amanda Saylor, Union Representative — 4/25/11 Date

For Professional and Technical Employees, Local 17:

Behnaz Nelson, Union Representative — 4/26/11 Date

Janet Parks, Union Representative — 4/25/11 Date

For Public Safety Employees Union:

Dustin Frederick, Business Manager — 4/25/11 Date

For Technical Employees Association:

Ade Franklin, President — 4.27.11 Date

For Washington State Council of County and City Employees, Council 2:

Diana Prenguber, Staff Representative — 4-25-11 Date

For King County:

James J. Johnson, Labor Negotiator III — 4/28/11 Date

APPENDIX A
ADDENDUM A
EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.

2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.

3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.

4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.

5. **Scope of Classifications.** Administrative Support classifications, including the following:

   Fiscal Specialist 1-4
   Administrative Specialist 1-4
   Customers Service Specialist 1-4
   Technical Information Processing Specialist 1-4
   Administrative Office Assistant
   Medical Application Specialist (Health)
   Administrative Specialist Supervisor (Health)
   Administrative Staff Assistant
   ~~(Application Worker/ Social Services Specialist)~~

   and any other classification that the parties may agree to include during the course of negotiations.

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6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**

   A. Lead Negotiators. The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

   B. Table Composition. Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

   C. Dates. The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

   D. Location. Bargaining sessions will be held at downtown County facilities.

8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.

   a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
   b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
   c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

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10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.

KING COUNTY

Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117

Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17

Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION

Roger Browne, President

IFPTE, LOCAL 17

Janet Parks, Union Representative

WSCCCE, Council 2

Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

Dustin Frederick, Business Manager