**AGREEMENT**
**BY AND BETWEEN**
**KING COUNTY AND THE**
**PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17**
**PROFESSIONAL & TECHNICAL**
**DEPARTMENT OF TRANSPORTATION**
**2015 – 2016**
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# AGREEMENT
# BY AND BETWEEN
# KING COUNTY AND THE
# PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
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# DEPARTMENT OF TRANSPORTATION

## ARTICLE 1: PURPOSE

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

## ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

**Section 2. Good Standing.** It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union, or pay agency fees to the Union to the extent permitted by law. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the (30th) thirtieth day following the beginning of such employment, become and remain members in good standing in the Union, or pay agency fees to the Union to the extent permitted by law.

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

**Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues and initiation fee or representational fees as certified by the Union and transmit the same to the Union. The Union will indemnify, defend 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.

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

**Section 4. Union Security.** Failure by an employee to satisfy the requirements of Section 2 above shall constitute cause for dismissal; provided that the County has no duty to act until the Union makes a written request for discharge and verifies that the employee received written notification of the delinquency including the amount owing, the method of calculation, and notification that non-payment after a period of no less than seven (7) days will result in discharge by the County. A copy of each written notification shall be mailed to the County concurrent with its mailing to the employee.

**Section 5. New Hires.** The County will require all new employees hired, transferred, or promoted into a position included 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 will be retained by the

County, one by the employee and the original sent to the Union. The County will notify the Union of any employee leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

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

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

## ARTICLE 3: RIGHTS OF MANAGEMENT

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

## ARTICLE 4: HOLIDAYS

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

| | |
|---|---|
| New Year's Day | January 1st |
| Martin Luther King, Jr.'s Birthday | 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 | Fourth Friday in November |
| Christmas Day | December 25th |

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

**Section 2. Personal Holidays.** Employees eligible for leave benefits shall be granted two personal holidays to be administered through the vacation plan; provided, that the hours granted to employees working less than a full-time schedule shall be prorated to reflect their normally scheduled work week. One day shall be credited to the employee's leave balance on the first of October and one day on the first of November. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November of each year.

**Section 3. Holidays Observed.** Whenever a holiday falls on 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.

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

**Section 5. Alternate Work Schedules.**

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

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

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

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

## ARTICLE 5: VACATION

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

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

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

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

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

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

**D.** Employees eligible for leave 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.

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

**F.** 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.

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

**H.** Benefit eligible employees may accrue up to sixty (60) days vacation leave, prorated to reflect their normal work schedule. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation time in excess of the maximum accrual amount will result in forfeiture of the excess vacation leave unless the appointing authority 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.

**Section 2. Vacation Payout.** Benefit eligible 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. 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.

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

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

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

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

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

Donated vacation is excluded from vacation payoff provisions.

## ARTICLE 6: SICK LEAVE

**Section 1. Sick Leave Accrual.** A benefit eligible employee shall accrue sick leave benefits at the rate equal of 0.04616 hours for each hour on regular pay status exclusive of overtime up to a maximum of ninety-six (96) hours per year. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to sick leave if not previously earned. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

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

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

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

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

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

**a)** An employee injured on the job may not simultaneously collect sick leave and worker's compensation time loss payments in a total amount greater than the net regular pay of the employee;

**b)** An employee may not collect sick leave for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

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

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

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

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

**a)** The child is under the age of eighteen, or is more than 18 years old but is incapable of self-care due to mental or physical disability;

**b)** The employee is the natural parent, step-parent, adoptive parent, legal guardian, foster-care parent, or other person having legal custody and control of the child;

**c)** The employee's child or the child of an employee's domestic partner has a health condition requiring the employee's personal supervision during the hours of his/her absence from work;

**d)** The employee actually attends to the child during the absence from work;

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

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

**B.** Sick leave may also be used to care for other family members if:

**1.** The family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a parent of the employee's spouse or domestic partner, any person for whose financial or physical care the employee is principally responsible, or any person who was in loco parentis to the employee; and the reason for the leave is one of the following:

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

**b)** To care for 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;

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

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

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

following conditions:

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

**B.** An employee may 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. If this leave is foreseeable based on planned medical treatment, the Department Director or his/her designee may require the employee to transfer temporarily to an available alternate position for which the employee is qualified and that has equivalent pay and benefits and that accommodates recurring periods of leave than the employee's regular position.

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

**Section 4. Federal Family and Medical Leave Entitlement.** In accordance with the King County Personnel Guidelines, an eligible employee may take up to twelve (12) weeks of leave for his/her own serious health condition (as defined by the King County Personnel Guidelines), and for the birth or placement by adoption or foster care of a child, or for the serious health condition of an immediate family member, 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).

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

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

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

qualifying event under the Washington Family Care Act.

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

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

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

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

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

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

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

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

successfully completed at least five (5) years of County employment, 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 (35) percent 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.

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

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

## ARTICLE 7: LEAVES

Employees who are eligible for leave benefits will be granted the following leaves:

**Section 1. School Volunteering.** Employees may use up to three (3) days of sick leave per calendar year for the purpose of volunteering in a school, in accordance with existing County policies and practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

off.

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

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

**Section 7. Bereavement Leave.**

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

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

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

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

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

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

granted at the discretion of management.

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

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

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

## ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES

**Section 1. Total Compensation Agreement**

Upon full ratification of 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 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Addendum C.

**Section 2. Salary Schedule.** Step progression and placement will be on the even-numbered steps of the County's Ten Step Squared Pay Schedule. Career Service employees shall progress on January 1st of each year (provided they have completed their probationary period). Employees in the Planning Unit will progress annually to the next even-numbered step to Step 10. Employees in the Professional Unit will progress annually on even-numbered steps to Step 4 and after that on the basis of merit they will progress to the next even-numbered step to Step 10. All new employees shall be hired in at Step 2 or a higher even-numbered step at management's discretion. Term Limited Temporary employees may progress to the next even-numbered step on the employee's anniversary

date at management's discretion. Employees will be paid at the ranges set out in Addendum A, Addendum B, and Addendum C.

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

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

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

## ARTICLE 9: HOURS OF WORK AND OVERTIME

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

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

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

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

## ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

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

## ARTICLE 11: MISCELLANEOUS

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

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

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

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

**1.** The employee must have worked for the County for the previous twelve (12) months.

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

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

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

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

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

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

## ARTICLE 12: DISPUTE RESOLUTION PROCEDURES

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

**A.** Grievances may be heard on County time and no employee shall receive

compensation beyond normal working hours while attending grievance meetings. Employees are not authorized to attend grievance preparation meetings on County time.

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

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

**Section 3. Grievance Procedure.**

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

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

***Step 3 - Labor Relations Director or designee.*** If the decision of the Division Manager/designee has not resolved the grievance, the grievance along with supporting documentation may be presented to the Director of the Office of Labor Relations or designee for review. The Director or designee may request information in addition to that in the grievance file and will

determine the scope and method of the review. The Director or designee shall render a decision within ten (10) working days of his/her receipt of the grievance file. If the grievance is not pursued to the next higher level within ten (10) working days, it shall be presumed resolved.

***Step 4 - Arbitration.*** If the decision of the Director or designee does not resolve the grievance, either party may request arbitration within twenty (20) working days of receipt of the Step 3 decision. If Arbitration has been timely requested, the parties may, by mutual agreement, attempt to mediate the matter through an Alternative Dispute Resolution process, as described in Section 7 of this Article. County initiated grievances may be filed at this step. Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step 3 of the grievance process, the County and the Union shall select a third disinterested party to serve as an arbitrator. In the event that the County and the Union are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by the American Arbitration Association 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. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both County and the Union. No matter may be arbitrated which the County, by law, has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board, as defined in RCW 41.56.

**Section 4. Authority of Arbitrator.** 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.

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

**Section 6. Work Stoppage.** There shall be no strikes, cessation of work or lockout during

such conferences or arbitration.

**Section 7. Optional Mediation.** If a grievance was not successfully resolved after Step 3 of the above grievance process, the County and the Union may agree to attempt to mediate the matter through an Alternative Dispute Resolution (ADR) process. The County and the Union agree to utilize the County's ADR Office or other mutually acceptable mediator, and will attempt to conclude this process within twenty (20) working days of the decision to mediate.

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

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

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

**Section 8. Unfair Labor Practice.** The County and the Union agree that thirty (30) 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.

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

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

## ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY

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

## ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decrees of a court of competent

jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof, provided, however, upon such invalidation the County and the Union agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

## ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

**A.** Discharge.

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

## ARTICLE 16: WAIVER AND COMPLETE AGREEMENT

The County and the Union acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper

subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

## ARTICLE 17: DISCIPLINE AND EMPLOYEE RIGHTS

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

**Section 2. Off Duty Activities.** 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.

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

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

## ARTICLE 18: WORK OUTSIDE OF CLASSIFICATION AND RECLASSIFICATION

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

For purposes of this Article, a lead worker is one who assigns, schedules, directs and checks

work of others, who may be in the same classification.

**Section 2. Compensation.** An employee assigned to a higher classification shall be paid at the first step of the pay range assigned to the higher classification or the equivalent of two pay steps higher than the employee's current step, whichever is greater, for all time spent while so assigned. Compensation for a lead worker will be a five per cent (5%) increase above the employee's current rate of pay, for all time spent while so assigned. An employee will continue to receive step increases according to the Salary Schedule. If the current rate of pay includes merit pay above Step 10 of the employee's current pay range, the compensation for work in a higher classification or lead will be based on the merit pay rate. At the conclusion of the assignment to a higher classification, the employee will be placed on the step of the pay range of the employee's regular classification that the employee would occupy if the employee had remained in the regular classification.

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

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

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

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

**Section 5. Reclassification date.** If HRD determines that an employee should be reclassified, the reclassification will be effective the date the PDQ was submitted to the employee's supervisor.

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

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

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

## ARTICLE 19: LABOR MANAGEMENT COMMITTEE

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

## ARTICLE 20. SENIORITY AND LAYOFF/RECALL

**Section 1. Seniority.** Seniority will accrue for all service time in a position covered by this Agreement.

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

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

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

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

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

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

**Section 5. Bumping.** A career service employee who is not placed as described under Section 4, may elect to bump an employee with the least seniority within the same classification series within his/her layoff group, provided she/he meets the minimum knowledge, skills and ability to do the job of the employee to be bumped. The employee must notify the designated County

representative of his/her wish to exercise the bumping option within five (5) working days after receiving the layoff notice. The employee who wishes to bump must have more seniority than the employee to be bumped.

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

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

**B.** Bumping shall not result in a promotion.

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

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

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

**Section 6. Recall.** All bargaining unit employees who are laid off, whose hours of work are reduced involuntarily, or who accept a position with a lower pay range in lieu of layoff, shall be placed on a bargaining unit recall list for two years from the date of layoff. Recall to the job classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A laid off employee may be involuntarily removed from the recall list after the expiration of two years

from the date of layoff, or if the employee does not accept re-employment within the bargaining unit in a similar position/job classification, except for bona fide reasons. Refusal to accept re-employment in a position with a lower salary range or with fewer working hours than the employee held at the time of layoff shall not be cause for removal from the recall list.

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

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

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

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

## ARTICLE 21: UNION REPRESENTATION

**Section 1. Union Representative Visits.** 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, but shall not conduct Union business on County time.

**Section 2. Member Access.** Authorized representatives of the Union may have reasonable

access to its members in County facilities for transmittal of information or representation purposes before work and during lunch breaks or other regular breaks as long as the work of the County employees and services to the public are unimpaired.

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

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

**Section 5. Communications.** The County agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other Union material, provided there is sufficient space. The employer agrees to permit the Union shop stewards and business representatives to post on County bulletin boards the 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" business operations.

## ARTICLE 22: CONTRACTING OUT

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

## ARTICLE 23: LATERAL TRANSFER

**Section 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:

**A.** 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. Notification to bargaining unit employees will be via the Public Folder accessed through the King County e-mail system and posted on designated Local 17 bulletin boards.

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

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

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

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

## ARTICLE 24: DURATION

This Agreement shall become effective upon the conclusion of the approval process by King County Council and covers the period January 1, 2015 through December 31, 2016.

Contract negotiations for the period beginning January 1, 2017 may be initiated by either party providing to the other written notice of its intention to do so prior to that date. It is the goal of both County and the Union to conclude negotiations prior to expiration of this Agreement.

**APPROVED** this 23rd day of July, 2015.

By: _____

King County Executive

Professional And Technical Employees,
Local 17:

_____

Joseph L. McGee
Executive Director

_____

Cecilia Mena
Union Representative

cba Code: 046 Union Code(s): C7, C7A, C7B

## ADDENDUM A

## PLANNING UNIT CLASSIFICATIONS AND PAY RANGES

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

cba Code: 046 Union Code(s): C7, C7A, C7B

## ADDENDUM B

## PROFESSIONAL UNIT CLASSIFICATIONS AND PAY RANGES

| Job Class Code | PeopleSoft Job Code | Classification Title | Pay Range on Squared Salary Plan |
|---|---|---|---|
| 2810000 | 281104 | Administrative Staff Assistant | 48 |
| 2810100 | 281211 | Administrator I | 50 |
| 2810200 | 281311 | Administrator II | 56 |
| 2810300 | 281411 | Administrator III | 63 |
| 2810400 | 281511 | Administrator IV | 68 |
| 2811200 | 286204 | Business Analyst - Senior | 68 |
| 2131100 | 214103 | Business and Finance Officer I | 53 |
| 2131200 | 214202 | Business and Finance Officer II | 58 |
| 2131300 | 214306 | Business and Finance Officer III | 62 |
| 2131400 | 214408 | Business and Finance Officer IV | 67 |
| 7114600 | 712605 | Capital Project Manager IV | 69 |
| 7319200 | 734209 | Database Specialist - Journey | 55 |
| 7319300 | 734310 | Database Specialist - Senior | 60 |
| 7319400 | 734409 | Database Specialist - Master | 65 |
| 2441100 | 243105 | Project/Program Manager I | 53 |
| 2441200 | 243204 | Project/Program Manager II | 58 |
| 2441300 | 243308 | Project/Program Manager III | 63 |
| 2441400 | 243402 | Project/Program Manager IV | 68 |

# ADDENDUM C

## 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.

# ADDENDUM C

**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

# ADDENDUM C

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

# ADDENDUM C

## 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

# ADDENDUM C
# 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.

# ADDENDUM C
# ADDENDUM A

**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.

# ADDENDUM C
# ADDENDUM A

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 |

**ADDENDUM C**
**ADDENDUM A**

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

**For International Brotherhood of Teamsters Local 117:**

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

**For Office & Professional Employees International Union, Local 8:**

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

**For Professional and Technical Employees, Local 17:**

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

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

**For Public Safety Employees Union:**

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

**For Technical Employees Association:**

Ade Franklin, President — Date: 4.27.11

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

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

**For King County:**

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

# ADDENDUM C
# 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.

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.

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