AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
REPRESENTING SUPERVISORS

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AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
REPRESENTING SUPERVISORS

These Articles constitute an agreement between King County (the County) and the Professional and Technical Employees, Local 17, (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council (the Council).

ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE

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

1.2 Labor Management Committee (LMC) - The County and the Union agree to establish a joint committee consisting of up to four representatives for each party. Each party has the authority to unilaterally select and determine the number of representatives not to exceed four. The purpose of the committee is to discuss matters of concern of either party. Meetings will be held as needed and may be called by either party. Meetings will be conducted during County business hours. The party requesting the LMC will be responsible for coordinating the meeting. When possible, agenda items for the meeting will be presented to the parties prior to the meeting date. Ground rules will be developed by the first LMC. All parties understand that the LMC is not a substitute for bargaining and has no authority to amend the contract.

1.3 Definitions - All words under this Agreement shall have their ordinary and usual meaning except those words that have been defined under KCC 3.12, as amended, or which are specifically defined in this Agreement.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1 Recognition - The County recognizes the Union as the exclusive bargaining representative of all employees in the Roads Services, Fleet, Airport, Solid Waste, Parks and Facilities Management divisions and the Office of Emergency Management whose job

classifications are listed in the attached Addendum "A."

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

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

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

2.3 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 as certified by the secretary of the Union and shall transmit the same to its treasurer.

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

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

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

ARTICLE 3: RIGHTS OF MANAGEMENT

3.1 Rights of Management - The management of the County and the direction of the work force is vested exclusively with the County. Except as may be limited by the express written terms of this Agreement, all matters, including but not limited to, the right to hire, appoint, promote, demote, discipline and discharge regular employees for cause, discipline and discharge temporary employees; improve efficiency; train, assign and direct the work force; develop work rules, policies and procedures; evaluate employees; develop and modify classification specifications, allocate positions to those classifications; determine work schedules; assign overtime; determine location of facilities and assign employees to those locations; contract out work; and determine methods, processes and means for providing services shall remain the exclusive right of the County for the duration of this Agreement.

3.2 Payroll System - The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act's (FLSA) workweeks. The parties agree that applicable provisions of this Agreement may be re-opened at any time by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

ARTICLE 4: HOLIDAYS

4.1 Holidays - Regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with no loss of pay:

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

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

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

4.3 Personal Holidays - Personal holidays shall be administered through the vacation plan. One day shall be added to the vacation leave bank in the pay-period that includes the first of October and one day will be added in the pay-period that includes the first day of November each year.

4.4 Eligibility and Compensation Rules.

A. Eligibility for Holiday Pay. An employee must be in a pay status the employee's scheduled work day before and 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. However, an employee who has successfully completed at least five years of County service and who retires, as defined under Section 6.6, at the end of the 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 pay status the day before the day observed as a holiday.

B. Calculation of Holiday Pay - Hourly. Holiday pay shall be based on the number of hours in the employee's regular work week, up to a maximum of eight hours for full-time employees with a 40 hour week.

1) Alternate/Flextime Work Schedules. Hourly employees on alternative work schedules (i.e., working a 4/10 or 9/80 work schedule) may be required to adjust their schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours for that work week (i.e., 5/8 work schedule). This requirement will, depending on business needs, be determined at the time that the alternative work schedule is established for the calendar year. If the employee is not required to adjust his or her schedule to work a five day workweek during a holiday week, the employee will be eligible for an alternative holiday to be taken within the same pay period the holiday occurs, or at another approved date during the calendar year. Hourly employees on alternative work schedules who take holiday time off in excess of eight hours, for a 40 hour workweek, and who do not adjust their work schedules to work a five day workweek shall make up the difference using accrued vacation time, compensatory time, or leave without pay.

C. Calculation of Holiday Pay - Salaried Employees. Salaried employees are paid holiday pay for their standard workweek, including employees working an alternative schedule.

D. Prorated Holiday Leave. Part-time employees shall receive holiday pay prorated to reflect his/her normally scheduled workweek.

ARTICLE 5: VACATIONS

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

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

5.2 Accrual - Employees shall accrue vacation leave from their date of hire. Part-time employees shall receive vacation leave prorated to reflect his/her normally scheduled workweek.

5.3 Maximum Accrual - Employees working a 40 hour workweek may accrue up to 60 days (480 hours) vacation. Employees working less than a 40 hour workweek will accrue a maximum amount of annual vacation leave prorated to reflect their regular scheduled workweek. Employees shall use vacation leave beyond 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 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the division director has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

5.4 Payoff - Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of County service, except for a qualifying event under the Washington Care Act. If an employee leaves County employment prior to successfully completing their first six months of County service, they shall forfeit and not be paid for accrued vacation leave. Except as modified by a VEBA agreement, 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 months of County service. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

5.5 Separation by Death - 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 months of County service, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

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

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

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

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

ARTICLE 6: SICK LEAVE

6.1 Sick Leave - Regular, probationary, provisional and term-limited temporary employees will accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status up to a maximum of eight hours per month. The employee is not entitled to sick leave if not previously earned.

6.2 Vacation as an extension of Sick Leave - During the first six months of service in a leave eligible position, employees may, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination. This section does not apply to an employee who uses accrued vacation leave for a qualifying event under the Washington Family Care Act.

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

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

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

6.6 Pay upon Separation - Except as modified by a VEBA agreement, an employee who has successfully completed at least five years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent of his/her unused, accumulated sick leave multiplied by the employee's base rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from Public Employees Retirement System or the city of Seattle Retirement Plan immediately upon terminating County employment.

6.7 Leave Without Pay for Health Reasons - An employee must use all of his/her sick

leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under the County's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave.

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

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

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

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

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

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

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

E. Exposure to contagious diseases and resulting quarantine.

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

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

H. To care for other family members, if:

1. The employee has been employed by the County for 12 months or more and has worked a minimum of 1040 hours in the preceding 12 months,

2. 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 parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and,

3. 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 with the employee of a son or daughter for adoption or foster care, if the leave is taken within 12 months of the birth, adoption or placement;

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

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

6.11 Unpaid Leave - An employee who has been employed by the County for 12 months or more and has worked a minimum of 1040 hours in the preceding 12 months, may take a total of up to 18 work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Section 6.10.H combined, within a 12 month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

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

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

C. Temporary Transfer - If an employee requests intermittent leave or leave on a reduced leave schedule, under Section 6.11.B above, that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

6.12 Concurrent Time - Use of donated leave will run concurrently with the eighteen workweek family medical leave entitlement.

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

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

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

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

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

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

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

6.17 Definition of Child - For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child, who is: under 18 years of age; or is 18 years of age or older and incapable of self care because of mental or physical disability.

6.18 Federal and State Law. To the extent that a federal or Washington State law provides more extensive benefits for use of paid leave for family care, the Union and County agree that

federal and/or state law shall prevail.

ARTICLE 7: PAID LEAVES

7.1 Donation of Leaves

A. Vacation leave hours

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

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

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

B. Sick leave hours.

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

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

3) Return of Unused Donations - Donated sick leave hours must be used

within 90 calendar days. Donated hours not used within 90 days or due to the death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this Section, the first hours used by an employee will be accrued sick leave hours.

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

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

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

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

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

C. Time off Subject to Agreement - Time off from work for the purpose set out above in excess of five working days will be subject to the terms of this Agreement.

7.3 Bereavement Leave

A. An employee eligible for paid leave will be entitled to five working days of bereavement leave, per occurrence, due to death of a member of his/her immediate family.

B. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it will not be charged against the employee's bereavement leave credit.

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

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

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

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

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

ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE

8.1 The County presently participates in group medical, dental, vision, disability and life insurance programs. The County agrees to maintain the level of benefits as currently provided by these plans and pay premiums as currently practiced, during the life of this Agreement unless modified by the Joint Labor Management Insurance Committee (JLMIC).

8.2 The County agrees to continue the JLMIC comprised of representatives from the County and labor unions. The function of the JLMIC shall be to review, study and make recommendations relative to the benefits plans.

8.3 The Union and County agree to incorporate changes to employee benefits which the County may implement as a result of the agreement of the JLMIC referenced in Section 8.2 above.

ARTICLE 9: WAGE RATES AND PROBATION

9.1 COLA - Cost-of-living adjustments will be in accordance with Appendix B.

9.2 Probation - New employees shall be on probation for their first six months of service. At the County's discretion, employees may have their probation period extended for up to six additional months. An employee will not have to serve a probation if the employee moves into a position that is substantially similar to the employee's current position, or the employee has previously served a probation in the same kind of position. For example, an employee who previously completed probation as a drainage supervisor would not have to serve a second probation as a drainage supervisor.

9.3 Step Increases - At the successful conclusion of the probation period employees who were hired at Step 1 shall be placed at Step 2 of the salary schedule and employees who were hired at Step 2 or higher may be advanced to the next step, at the discretion of the County. Employees in the Parks Division shall receive step increases for each year of service completed thereafter (e.g., an employee shall move to Step 4 one year after moving to Step 3). Effective January 1, 2014, non-probation step increases and merit pay, except for employees in the Parks Division, will be as provided under KCC 3.15.020 and the applicable procedures under the Performance Appraisal and Merit Pay System.

9.4 Overtime - For the purposes of this Agreement, hourly employees are eligible for

overtime. Overtime shall be defined as all hours worked in excess of 40 hours actually worked in the workweek (sick leave, vacation, holidays and other paid leave are not hours worked). When a bargaining unit member works overtime, compensation for such shall be at one and one-half times the employee's regular hourly rate as defined by the FLSA. To the extent practicable, no overtime shall be worked unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours. At the discretion of manager/designee, overtime may be paid as compensatory time at the rate of time and one-half for all hours worked in excess of 40 hours actually worked in the workweek (sick leave, vacation, holidays and other paid leaves are not hours worked), if requested by the employee and approved by the manager/designee.

9.5 After Hours Support - After hours support is off duty time during which an hourly employee is required to be ready and able to report to work, either in person or through technological means, in a timely manner.

9.6 Standby - Standby is off duty time during which an hourly employee is required to restrict her/his activities and be available to report to work. Employees assigned to standby status in writing shall be compensated at the rate of ten percent per hour for all hours spent on standby. If called to work the employee shall cease being paid standby and be paid call-out in accordance with Section 9.7 or Section 9.8, whichever is applicable.

9.7 Physical Call-Out - A minimum of two hours at the overtime rate shall be allowed for each call-out where the hourly employee is called and returns to a designated work site after completing his/her regular shift and leaving the work site. Where such overtime exceeds two hours, the actual hour worked shall be allowed at overtime rates. This shall include travel time from the employee's residence to the designated work site or place of assignment. Saturday, Sunday and holidays are not subject to call-out pay when the employee is scheduled for overtime work.

9.8 Technological Call-Out (TCO) - A TCO is where an hourly employee is called to return to duty and performs those duties via telephone, facsimile, computer or similar electronic device that does not require returning to a designated work site. If the time required responding to the TCO exceeds nine minutes, then a minimum of 30 minutes pay at the overtime rate shall be given. If the time exceeds 30 minutes (or aggregate time of multiple TCOs exceeds 30 minutes), then a minimum

of one hour of pay at the overtime rate shall be given. Any TCO or aggregate TCOs exceeding one hour shall be compensated for at the overtime rate for all actual time worked.

ARTICLE 10: HOURS OF WORK & MEAL REIMBURSEMENT

10.1 Schedules - The establishment of work schedules, including alternative work schedules, is vested solely within the purview of the County and may be changed from time to time. The County will provide employees written notice of such change in the employee's regular work schedule at least 14 days prior to the change taking affect, except when the change in schedule is compelled by business necessity.

10.2 FLSA - FLSA- exempt bargaining unit employees are exempt from overtime payments and shall be covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy (Executive Policy PER 8-1-2) and modifications thereto, and are expected to work the hours necessary to satisfactorily perform their jobs.

A. Executive Leave - Regular FLSA-exempt employees will receive at least five days of Executive Leave during the budgeted leave award calendar year; provided, the employee is in an eligible FLSA-exempt position on January 1.

10.3 Per Diem - In the event of a bona fide emergency which is declared by the King County Executive, an employee will receive the daily meal per diem for any day in which that employee is required because of the emergency to remain at work in excess of 12 consecutive hours or is required to work in excess of eight hours on a day the employee was not scheduled to work. Expense receipts are not required for reimbursement.

10.4 Alternative Workweek and Telecommuting Schedules

An alternate and/or flex workweek may be implemented during the term of this Agreement upon approval by the manager/designee. Specific conditions for an alternate and/or flex workweek shall be subject to written agreement between the manager/designee and the employee prior to implementation. The conditions must include, but are not limited to, the date the alternate and/or flex workweek begins and when and under what circumstances the agreement will terminate or be renewed. Holidays and overtime will be compensated in accordance with the terms of this Agreement. For purposes of this Agreement, "flex" is defined as having different workday start/quit

times, and "alternate" is defined as the number of hours and/or days scheduled for work during a workweek.

ARTICLE 11: VEHICLES

11.1 Personal Vehicle - An employee who has been authorized to use his/her own transportation on County business shall be reimbursed at the rate set by the Council by ordinance.

11.2 County Vehicle - At the County's discretion, an employee may be assigned the use of a County vehicle when the employee is assigned to respond to emergency situations which require immediate response to protect life or property. The assignment must be in writing and approved by the division director/designee. The County will give Roads Services Division employees at least 30 days notice prior to taking away an assigned vehicle, except when compelled by business necessity.

11.3 Parking - An employee assigned a vehicle may be permitted to park such vehicle at his/her residence overnight provided the vehicle will not be parked overnight at a residence outside the County unless authorized in writing by the division director/designee.

ARTICLE 12: CONFLICT RESOLUTION

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

12.2 Grievance Definition - An issue raised by an employee regarding the interpretation and/or application of the express written terms of this Agreement. A grievance, to be timely, must be presented in writing to the employee's section manager/designee within 15 workdays of the occurrence or the employee's knowledge of the event. The grievance must contain a description of the event, when the event took place and/or when the employee had knowledge of the event, the Articles allegedly violated, and the remedy sought. The Union may file a grievance on behalf of an individual(s) under the above described terms and conditions.

12.3 Grievance Steps

A. Section Manager - The section manager/designee shall have 15 workdays from the receipt of the grievance to address the issue with the employee. The section manager/designee shall respond to the grievance in writing within 15 workdays following the meeting with the

employee. If the grievance is not resolved, it may be referred in writing within ten workdays following the date of the section manager/designee's written response to the division director. If the grievance is not pursued to the division director within the ten workdays, it shall be presumed resolved.

B. Division Director - The division director/designee will have 15 workdays from receipt of the grievance to address the issue with the employee. The division director/designee shall respond to the grievance in writing within 15 workdays following the meeting with the employee. If the grievance is not resolved, it may be referred in writing within ten workdays following the date of the division director/designee's written response to the Director of the Office of Labor Relations/Labor Negotiator. If the grievance is not pursued to the Director of Labor Relations/Labor Negotiator within ten workdays, it will be presumed resolved.

C. Director of Labor Relations/Labor Negotiator - The Director of Labor Relations/Labor Negotiator will have 30 workdays from receipt of the grievance to address the issue with the employee. The Director of Labor Relations/Labor Negotiator shall respond to the grievance in writing within 15 workdays following the meeting with the employee. If the grievance is not resolved, it may be referred in writing within ten workdays following the date of the Director of Labor Relations/Labor Negotiator's written response to mediation/arbitration. If the grievance is not pursued to mediation/arbitration within ten workdays, it will be presumed resolved.

D. Mediation/Arbitration - Mediation shall be the last step for grievances that are not timely. The Director of Labor Relations/Labor Negotiator and the Union shall select a third disinterested party to serve as the mediator/arbitrator. In the event they are unable to agree, then the mediator/arbitrator shall be selected from a list of at least seven names furnished by the Federal Mediation and Conciliation Service or American Arbitration Association, whichever source is mutually acceptable. The mediator/arbitrator shall be selected from the list by each party alternately striking a name from the list until one name remains. The Union shall have the first strike from the list and the parties will rotate the first strike for each grievance. The mediation process will proceed with the parties making a good faith attempt to reconcile their differences. A mediated grievance, if timely, will move to the arbitration phase only after the mediator and one of the two parties to the

dispute declare impasse. A formal arbitration hearing on timely grievances can be held at the request of either party without going through the mediation process. The mediator cannot serve as the arbitrator.

1) 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 written Agreement in reaching a decision on the issue.

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

3) There shall be no strikes, cessation of work or lockout during mediation or arbitration.

4) Each party to a mediation/arbitration proceeding shall bear the full costs of its representatives, including its legal representatives, and witnesses regardless of the outcome of mediation or arbitration. The mediator's/arbitrator's fees and expenses and any court reporter's fee and expenses agreed to by the Union and the County shall be borne equally by both parties.

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

12.5 Time Limits - Time limits may be extended by written consent of the parties.

12.6 Unfair Labor Practice (ULP) - The parties agree that thirty days prior to filing an Unfair Labor Practice complaint with the Public Employment Relations Commission (PERC), the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the issue unless the deadline for filing with PERC would otherwise pass.

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

ARTICLE 13: REDUCTION IN FORCE

13.1 Order of layoff - In the event of a reduction in force due to lack of work, lack of funds or considerations of efficiency, layoffs of regular employees shall be by position. The positions to be laid-off shall be at the sole discretion of management.

13.2 Vacant Positions - In lieu of laying off a regular employee, the Director of the Human Resources Division (HRD) may reassign such employee to a comparable, vacant position, when the Director of HRD determines such reassignment to be in the best interest of the County.

A. An employee subject to layoff can be placed in a vacant bargaining unit position in the same classification, if qualified. If placed, the employee cannot bump.

B. An employee subject to layoff may be offered a vacant bargaining unit position in a lower paid classification, if qualified. If the employee accepts the position, he/she cannot bump.

C. The County will attempt to place an employee subject to layoff who is not placed as provided above or who cannot bump as provided under Section 13.3 below into a vacant position for which he/she qualifies in accordance with the County's Workforce Management Program, or modifications thereto.

13.3 Bumping

A. An employee subject to layoff who is not placed in a vacant position as provided in Section 13.2 may bump the least senior employee in the same classification within his/her division, if qualified; provided, the employee who elects to bump has more classification seniority than the employee who is being bumped.

B. An employee subject to layoff who cannot bump as provided in Section 13.3.A may bump the least senior employee in a lower paid classification in his/her division, if qualified; provided, the employee who elects to bump has more bargaining unit seniority than the employee who is being bumped.

C. An employee subject to layoff who cannot bump within the division as provided in Sections 13.3.A or 13.3.B may bump a less senior employee in the position the employee last regularly held; provided, the employee is qualified and has more bargaining unit seniority than the employee who is being bumped.

13.4 Recall

A. An employee who is laid off, placed in a vacancy in accordance with Section 13.2 B or C, bumps in accordance with Section 13.3 B or C, or is recalled in accordance with Section 13.4 B, will be recalled to a vacant position in his/her classification, if qualified.

B. An employee who is laid off will be recalled to a vacant position in a lower classification, if qualified.

C. Recall will first be by classification seniority for filling a position in his/her classification, or bargaining unit seniority for filling a position in a lower classification.

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

E. Recall will last for two years from the date of layoff, placement or bumping as defined under Section 13.4.A.

13.5 Reinstatement - An employee recalled within two years from the time of layoff will have any forfeited sick leave accruals and vacation leave accrual rate restored and adjusted for the period of layoff.

13.6 Seniority

A. For regular employees hired before February 22, 2008, bargaining unit seniority is defined as all continuous regular service in all classifications covered by this Agreement or would have been covered by this Agreement. A classification would have been covered by this Agreement if the employee's service in the classification started prior to the existence of this bargaining unit and the title of the classification, listed under Addendum A, changed through a reclassification project, but not the work. For regular positions hired after February 22, 2008, bargaining unit seniority is defined as continuous regular service in all classifications covered by this Agreement.

B. For regular employees hired before February 22, 2008, classification seniority for employees defined as all continuous regular service in a classification covered by this Agreement or would have been covered by this Agreement. A classification would have been covered by this Agreement if the employee's service started prior to the existence of this bargaining unit, and the title of the classification, listed under Addendum A, changed through a reclassification project, but not

the work. For regular positions hired after February 22, 2008, seniority is defined as continuous regular service in a classification covered by this Agreement.

C. Retention of Seniority - A regular employee who leaves a position covered under this Agreement and is rehired within the same division within two years does not accrue or forfeit seniority during the period of absence. But an employee who is rehired in a different division forfeits his/her classification and bargaining unit seniority accrued.

13.7 Qualification - Qualification will be determined by the County.

ARTICLE 14: PROFESSIONAL REGISTRATION AND CERTIFICATION

14.1 Introduction - To encourage and support professional development and to provide for the employment of qualified personnel in appropriate classifications, the County will provide compensation for professional licenses and certifications in accordance with this Article. Such compensation shall only be paid to those employees who as of the date the Agreement was ratified have a current, valid professional certification in a discipline directly applicable to their employment.

14.2 Certifications - All employees employed on February 13, 1998 who had a current, valid certification as listed in Section 14.2.A in a discipline directly applicable to their employment, shall be paid a premium of $50 per month. In the event the employee's certificate becomes invalid, for whatever reason, he/she shall no longer be eligible for the additional compensation.

A. Within the terms of this Agreement, certification is limited to certified incinerator and landfill operators, sign and marking technicians, signal technicians, bridge inspectors and heavy duty mechanic as deemed appropriate by the County.

14.3 Employees who are not eligible for the above compensation under Section 14.2 will be reimbursed for training, examination and fee costs that are required to obtain or maintain one of the above listed certifications which directly apply to their position.

ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION

15.1 It is understood by the parties that an employee may be assigned in writing to perform the preponderance of the duties of a higher classification by the division director/designee, in accordance with County code and related procedures.

15.2 An employee assigned in writing by his/her division director/designee to a higher

classification will be paid at the first step of the range assigned to the higher classification or at a step that most closely approximates five percent above the employee's salary prior to the assignment, whichever is higher.

15.3 The County may assign an employee to perform the work of a higher classification for up to a full workweek without additional compensation. If the employee is assigned to perform the work of the higher classification for a full workweek or more the employee will be paid for all time performing the work of the higher classification in accordance with Section 15.2.

15.4 If the bargaining unit employee is required to work out-of-class for more than 60 days, the Union may request a meeting for the sole purpose of clarifying why the employee is still working out-of-class.

ARTICLE 16: UNION REPRESENTATION AND EMPLOYEE RIGHTS

16.1 Union Representation

A. 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.

B. The Business Manager and/or representative shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The Union shall furnished the Labor Negotiator with the names of stewards so appointed upon request.

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

16.2 Employee Rights

A. The off-duty activity of an employee shall not be subject to disciplinary action unless said activity is job related or occurs on County property.

B. If at any level the County determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of his/her rights of appeal and representation as provided for in the Conflict Resolution procedures under Article 12 of this Agreement.

ARTICLE 17: MISCELLANEOUS

17.1 Drug Free Workplace - The Union agrees to comply with all applicable federal, state

and County regulations and ordinances with regard to the drug free workplace.

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

17.3 Equal Employment Opportunity - The County nor the Union shall not unlawfully discriminate in employment on the basis of race, color, religious affiliation, national origin, age, marital status, sex, sexual orientation, gender identity or expression or disability.

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

17.5 Subcontracting - The County agrees not to contract out work typically performed by currently employed members of the bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. If, in accordance with state law or in order to secure funding for a specific, time-limited project, the County is required to contract all or part of the work to be performed due to state law or limitations imposed by the funding agreement, said contracting will not be considered a violation of this Article. The County agrees to provide the Union, upon request, with documentation to support any contracting of work under the terms of this Article.

17.6 Notice of Change in Work Location – The County will give a two week notice if it intends to change an employee's regular work location; provided, the new work location is in a different geographic area. The County buildings in the Seattle downtown area are considered to be the same geographic area.

ARTICLE 18: GENERAL PROVISIONS

18.1 Savings Clause - Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such

invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

18.2 The County and the Union and the employees covered by this Agreement are governed by applicable County code and ordinances, and said code and ordinances are paramount except where they conflict with a provision of this Agreement.

18.3 Work Stoppages and Employer Protection - The County and the Union agree that the public interest requires efficient and uninterrupted performance of all county services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with county functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the Union shall be deemed a work stoppage if any of the above activities have occurred. Any employee participation in such work stoppage or in other ways committing an act prohibited in this Article shall be considered absent without authorized leave and shall be considered to have resigned.

ARTICLE 19: DURATION

19.1 This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the Council and the implementation of all changes in this Agreement shall be prospective following ratification unless a different date is specified for a specific provision. The Agreement covers the period of January 1, 2012 through December 31, 2014.

19.2 Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so prior to June 1, 2014.

APPROVED this 20 day of NOVEMBER, 2013.

By: Dow Constantine

King County Executive

For Professional and Technical Employees, Local 17

Joseph L. McGee
Executive Director
Professional and Technical Employees, Local 17

10/3/13
Date

Jacob Metzger
Business Representative

10/3/13
Date

cba Code: 065

ADDENDUM A

Union Code: C10

Professional and Technical Employees, Local 17 (Supervisors)
WAGE ADDENDUM

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
3501300	352301	Aquatic Supervisor	55
5120400	513303	Emergency Management Program Senior Manager	69
5321400	535501	Health and Environmental Investigator IV	65
2632100	264201	Personal Property Supervisor	68
5220300	522702	Security Chief	68
7360100	701101	Security Systems Specialist	64
9710100	971010	Service/Maintenance Supervisor	58
8700100	871107	Supervisor I	58
8700200	871203	Supervisor II	64
8700300	871302	Supervisor III	68
2442100	243602	Warranty Administrator	64

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

ADDENDUM B

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

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

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

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

WHEREAS, the employees represented by International Federation of Professional & Technical Engineers, Local 17 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation

cba Code	Union	Contract
065	IFPTE, Local 17	Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation

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

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

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

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

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

A. <u>2012 COLA</u>

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

B. <u>2013 COLA</u>

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

C. <u>2014 COLA</u>

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

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

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

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

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

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

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

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

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

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

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

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

Jacob Metz — 11/4/10
Date

For King County:

P. Cole-Tindall — 11-5-10
Date

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

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
REPRESENTING SUPERVISORS

Subject: Footwear Allowance

The following provisions apply to regular employees represented by the Union working in the Departments of Transportation and Natural Resources and Parks who are required by the County to wear protective footwear for their job. The County will determine criteria of what constitutes protective footwear based on job assignment.

Regular employees in the Roads Services, Fleet, and Airport divisions will receive an annual payment of ninety dollars ($90), less required tax withholdings, paid in the second paycheck of July of each year of the Agreement to use towards the purchase of the protective footwear.

Regular employees in the Solid Waste Division will receive a credit of seventy-five dollars ($75.00) for each calendar year of this Agreement to use towards the purchase or repair of protective footwear. Employees must present receipts to the supervisor/designee for reimbursement evidencing the purchase or repair of protective footwear. If the footwear credit is not fully used in the calendar year, the unused amount can be carried over to the following calendar year for use. No more than $75.00 can be carried over from one year to the next. This agreement is effective January 1, 2012.

For King County:

Robert S. Railton
Labor Negotiator

For Professional and Technical Employees, Local 17:

Jacob Metzger
Business Representative