AGREEMENT BETWEEN

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

SECTION MANAGERS

AND

KING COUNTY

ARTICLE 1: PURPOSE AND DEFINITION 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1

ARTICLE 3: RIGHTS OF MANAGEMENT AND WAIVER CLAUSE 2

ARTICLE 4: HOLIDAYS 4

ARTICLE 5: VACATIONS 5

ARTICLE 6: SICK LEAVE 7

ARTICLE 7: PAID LEAVES 11

ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE 14

ARTICLE 9: WAGE RATES 15

ARTICLE 10: HOURS OF WORK 15

ARTICLE 11: CONFLICT RESOLUTION 16

ARTICLE 12: REDUCTION IN FORCE 18

ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION 19

ARTICLE 14: UNION REPRESENTATION AND EMPLOYEE RIGHTS 19

ARTICLE 15: MISCELLANEOUS 20

ARTICLE 16: GENERAL PROVISIONS 21

ARTICLE 17: DURATION 22

ADDENDUM A: WAGES

ATTACHMENT 1: MEMORANDUM OF AGREEMENT ADDRESSING THE 2011 BUDGET CRISIS

AGREEMENT BETWEEN
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
SECTION MANAGERS
AND
KING COUNTY

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

ARTICLE 1: PURPOSE AND DEFINITION

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 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.

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1 Recognition - The County recognizes the Union as the exclusive bargaining representative of all employees 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 thirtieth (30th) day

following the beginning of such employment, become and remain members in good standing or pay an agency fee to the Union in lieu of membership.

2.2.1 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.

2.2.2 Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the County with thirty (30) days 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 unit. Such list shall indicate the name of the employee, position, job classification, department and/or unit.

ARTICLE 3: RIGHTS OF MANAGEMENT AND WAIVER CLAUSE

3.1 Rights of Management - The management of the County and the direction of the work force is vested exclusively in 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,

discipline and discharge regular employees for cause, improve efficiency, train, assign and direct the work force, develop and modify classification specifications, allocate positions to those classifications, determine work schedules, determine location of facilities, contracting out of work, and determine methods, processes and means for providing services, may be administered for its duration by the County in accordance with such policy or procedures as from time to time may be determined. The County agrees not to contract out work historically performed by members of the bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. If in order to secure funding for a specific project the County is required to contract all or part of the work to be performed due to limitations imposed by the funding agreement, said contracting shall not be considered a violation of this Article as long as it does not eliminate or reduce the normal workload of the bargaining unit. The County agrees to provide the Union, upon request, with documentation to support any contracting of work under the terms of this section.

3.2 Waiver Clause - The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of this exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise mutually agreed, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

3.3 Payroll Reopener Language – 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 work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement 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 - For holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

4.3 Personal Holidays - Personal holidays shall be administered through the vacation plan. One (1) day shall be available for use on the first of October and one (1) day on the first of November of each year. These days shall be used in the same manner as any vacation day earned.

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 26 and beyond	30

5.1.1 Employees shall accrue vacation leave from their date of hire in a leave eligible position.

5.1.2 Employees who are eligible for vacation leave and who work less than a full-time schedule shall receive pro-rated leave to reflect his/her normally scheduled workweek.

5.2 Payoff - Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service, 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. 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 regular rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

5.3 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.

5.4 Maximum Accrual - Employees may accrue up to sixty (60) days vacation pro-rated to reflect their normally scheduled work-day. Employees shall use vacation leave beyond the maximum accrual amount prior to 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 manager/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

5.5 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.

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

5.6 Separation - 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, 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.

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

ARTICLE 6: SICK LEAVE

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

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

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

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

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

6.6 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.

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

6.8 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.

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

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

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

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

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

6.9.2 Exposure to contagious diseases and resulting quarantine.

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

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

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

6.9.6 To care for other family members, if:

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

6.9.6.2 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,

6.9.6.3 The reason for the leave is one of the following:

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

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

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

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

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

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

6.10.3. Temporary Transfer: If an employee requests intermittent leave or leave on a reduced leave schedule under Section 6.10.2 that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative

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

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

6.10.5 Insurance Premiums: The County will continue its contribution toward health care during any unpaid leave taken under Section 6.10.

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

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

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

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

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

6.11 Provider Certification: The manager/designee and employee are 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.

6.12 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 eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

6.13 Voluntary Employee Beneficiary Association Plan: In lieu of the remuneration for unused sick leave at retirement, the director of the human resources division, or the director's designee, may, with equivalent funds, provide eligible employees with a voluntary employee beneficiary association plan that provides for reimbursement of retiree and other qualifying medical expenses.

6.13.1 The director shall adopt procedures for the implementation of all voluntary employee beneficiary association plans. At a minimum, the procedures shall provide that:

(1) each group of employees hold an election to decide whether to implement a voluntary employee beneficiary association plan for a defined group of employees. The determination of the majority of voting employees in a group shall bind the remainder. Elections for represented employees shall be conducted by the appropriate bargaining representative;

(2) the director has discretion to determine the scope of employee groups voting on whether to adopt a voluntary employee beneficiary association plan. The director shall consult with bargaining representatives and elected officials in determining the scope of voting groups;

(3) any voluntary employee beneficiary association plan implemented in accordance with this subsection complies with federal tax law. Disbursements in accordance with this subsection shall be exempt from withholdings, to the extent permitted by law; and

(4) employees shall forfeit remuneration under subsections 1 and 2 of this section if the employee belongs to a group that has voted to implement a voluntary employee beneficiary association plan and the employee fails to execute forms that are necessary to the proper administration of the plan within twelve months of retirement by reason of length of service, as defined in subsection 6.13.1(1) of this subsection.

ARTICLE 7: PAID LEAVES

7.1 Donation of Leaves

7.1.1 Vacation leave hours

A. 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.

B. 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.

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

7.1.2 Sick leave hours.

A. 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).

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

C. Return of Unused Donations - Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued sick leave hours.

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

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

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

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

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

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

7.3 Bereavement Leave

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

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

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

7.3.4 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 (3) 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 & 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 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.

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

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

ARTICLE 9: WAGE RATES

9.1 COLA - Effective January 1, 2011, through expiration of this collective bargaining agreement, COLA shall be pursuant to the attached Union Coalition Memorandum of Understanding.

9.2 Step Movement/Merit - Employees covered by this Agreement shall be subject to the County's ten step plan (truncated) and merit system as provided under KCC 3.15.020, as amended.

9.3 Professional Registration – 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 according to the following formula:

If the employee is required to hold the license/certification for her/his job, compensation shall be paid at an additional one hundred dollars ($100.00) per month. If the license/certification is not required but is related to the employee's work, they will receive an additional fifty dollars ($50.00) per month. It is understood that the employee is responsible for costs and fees of obtaining and renewing such licenses.

Applicable designations or professional licenses: Washington State professional license in the branches of Civil, Electrical, Hydraulic, Industrial, Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, Geology or Illumination; a registered architect's license or a professional designation of CPA, MAI, RM, SSA, CPM or SR/WA; International Conference of Building Officials Certifications in Building Inspection, Landscape Architecture, Certified Floodplain Manager, Mechanical, Plumbing, Combination Inspector, Fire and Plans Examiner.

9.4 King County will evaluate the wage rate currently assigned to the Solid Waste Program Planning Manager classification (class code #1072300) and will discuss the results of the evaluation with the Union.

ARTICLE 10: HOURS OF WORK

10.1 Schedules - The establishment of work schedules is vested solely within the purview of the County and may be changed from time to time. It is the policy of the County to actively promote alternative and flexible work schedules.

10.2 FLSA - Employees covered by this bargaining unit are employed in a bona fide executive, administrative or professional capacity and are in turn exempt from overtime payments

under the Federal Fair Labor Standards Act. Bargaining unit employees 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.

10.2.1 Regular employees will receive at least three (3) days of Executive Leave during the calendar year provided the employee is in an eligible position on January 1.

ARTICLE 11: CONFLICT RESOLUTION

11.1 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.

11.2 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 supervisor within ten (10) 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.

11.3 Grievance Steps

11.3.1 Division Manager - The Manager shall have fifteen (15) workdays from the receipt of the grievance to address the issue with the employee. The supervisor shall respond to the grievance in writing within fifteen (15) workdays following the meeting with the employee. If the grievance is not resolved, it may be referred in writing within ten (10) workdays following the date of the Manager's written response to the Director of the Office of Labor Relations (OLR)/designee. If the grievance is not pursued to the Director of OLR/designee within the ten (10) workdays, it shall be presumed resolved.

11.3.2 Director of OLR - The director/designee will have thirty (30) workdays from receipt of the grievance to address the issue with the employee. The director/designee shall respond to the grievance in writing within fifteen (15) workdays following the meeting with the employee. If the grievance is not resolved, it may be referred in writing within ten (10) workdays following the date

of the director/designee's written response to mediation/arbitration. If the grievance is not pursued to mediation/arbitration within ten (10) workdays, it will be presumed resolved.

11.3.3 Mediation/Arbitration - Mediation shall be the last step for grievances that are not timely. The Director of OLR/designee 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 (7) names furnished by the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA), 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.

11.4 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.

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

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

11.7 Each party to a mediation/arbitration proceeding shall bear the full costs of its representatives, including legal representatives, and witnesses regardless of the outcome of the 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.

11.8 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.

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

11.10 Unfair Labor Practice (ULP) -The parties agree that thirty (30) days prior to filing a

ULP complaint with the 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.

11.11 Temporaries - Probationary, provisional, temporary 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 12: REDUCTION IN FORCE

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

12.1.1 The County will attempt to place a regular employee subject to layoff in accordance with the County's Workforce Management Program, as amended.

12.2 Recall - A regular employee who is laid off will have recall rights to his/her previous position for two years from the date of layoff. An employee retains his/her recall rights even if he/she accepts another position with the County. An employee who is laid off shall forfeit his/her recall rights if he/she refuses a recall.

12.2.1 Notice of Recall - An employee will have ten (10) 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 (10) 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.

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

ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION

13.1 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 manager/designee.

13.2 An employee assigned in writing by his/her division manager/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 (5%) above the employee's salary prior to the assignment, whichever is higher.

13.3 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 13.2.

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

ARTICLE 14: UNION REPRESENTATION AND EMPLOYEE RIGHTS

14.1 Union Representation

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

14.1.2 The Executive Director and/or Union Representative shall have the right to appoint stewards. The Union shall provide the County with the names of stewards so appointed. The steward will be allowed reasonable time during working hours to see that the provisions of the Agreements are observed.

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

14.2 Employee Rights

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

14.2.2 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 11 of this Agreement.

14.2.3 Members of the bargaining unit are entitled to meal compensation pursuant to King County Code 3.24.080.

ARTICLE 15: MISCELLANEOUS

15.1 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.

15.2 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.

15.3 Equal Employment Opportunity - The County or the Union shall not unlawfully discriminate in employment on the basis of race, color, religion, national origin, age, creed, marital status, sex, sexual orientation or on the presence of a sensory, mental or physical disability.

15.4 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.

15.5 Biweekly Payroll and Accountable Business Transformation Program (ABT) – If during the life of this Agreement the Council or Executive adopts a biweekly payroll plan, the parties agree to adopt the plan, consistent with Article 3.3 (Payroll Reopener Language).

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

ARTICLE 16: GENERAL PROVISIONS

16.1 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.

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

16.2 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.

16.2.1 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 17: DURATION

17.1 This Agreement shall become effective January 1, 2011, upon full and final ratification and approval by all formal requisite means by the Council and shall be effective through December 31, 2013.

17.2 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 August 1, 2013.

APPROVED this 10 day of AUGUST, 2011.

By: Dow Constantine

King County Executive

Joseph L. McGee

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

5/19/11
Date

cba Code: 066

Union Code(s): 0017X
C11

Addendum A
Professional and Technical Employees, Local 17
Section Managers - DNRP, DOT, DDES

Job Class Code	MSA Job Code	Peoplesoft Job Code	Classification Title	Department	Range*
1134300	8144	113901	Roads Maintenance Manager - Assistant	DOT	74
1072100	8118	107101	Engineering Services Manager - Solid Waste	DNRP	77
1134100	8142	113701	Engineering Services Section Manager	DOT	77
1077100	8133	108603	Finance and Administrative Services Manager	DNRP	74
1072400	8121	107401	Fiscal Services Manager - Solid Waste	DNRP	74
7112500	8511	711502	Managing Engineer	DOT, DRNP, DDES	74
1074600	8128	108101	River and Water Resources Manager	DNRP	75
1134200	8143	113801	Roads Maintenance Manager	DOT	77
1072300	8120	107301	Solid Waste Program Planning Manager	DNRP	71
1134400	8145	114001	Traffic Engineering Manager	DOT	77
1136100	8146	114101	Transportation Systems Planning Manager	DOT	75
1072200	8119	107201	Recycling & Environmental Services Manager (formerly Waste/Reduction/Recycling Manager)	DNRP	75

*** For Ranges refer to the King County Squared Salary Schedule**

ATTACHMENT 1

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 - Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services

cba Code	Union	Contract
066	IFPTE, Local 17	Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services

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. 2013 COLA

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. 2014 COLA

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 Metzger _____ 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