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 16
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
APPENDIX 1: MEMORANDUM OF AGREEMENT: ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING: 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016
APPENDIX 2: MEMORANDUM OF AGREEMENT: ACCRETION OF SPECIAL PROJECTS MANAGER III, STRATEGIC PLANNING MANAGER, AND ADMINISTRATIVE SERVICES MANAGER
MEMORANDUM OF AGREEMENT: LAYOFF OF MANAGING ENGINEER, AND VOLUNTARY RECLASSIFICATION OF VICTOR OKEREKE TO SPECIAL PROJECTS MANAGER III, AND Y-RATING TO RANGE 77

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.

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 added during the pay period including the first day of October and one (1) day shall be added during the pay period including the first day 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 - Full-time employees may accrue up to 480 hours vacation leave. Part-time regular employees who are employed at least half-time and receive vacation and sick leave may accrue vacation leave hours pro-rated to reflect their normally scheduled work week.

Employees may accrue additional vacation beyond the maximum specified herein when, as a result of cyclical workloads or work assignments, accrued vacation will be lost; otherwise, employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of the year in which the excess was accrued.

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 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 An 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 6.9.5 and 6.9.6 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 Rates of Pay - Wage rates for 2014 shall be as listed in Addendum A. Wage rates for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the standard 40-hour workweek.

9.2 Total Compensation Agreement - Upon full ratification of the Memorandum of Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Appendix 1.

9.3 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.

9.4 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.

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. 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, 2014, upon full and final ratification and approval by all formal requisite means by the Council and shall be effective through December 31, 2016.

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, 2016.

APPROVED this 26 day of OCTOBER, 2015.

By: Dow Constantine

King County Executive

9/15/15

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

Date

cba Code: 066

Addendum A

Union Code: C11

Professional and Technical Employees, Local 17
Section Managers - DNRP, DPER, DOT

Job Class Code	Peoplesoft Job Code	Classification Title	Department	Range*
1142100	114303	Administrative Services Manager	DNRP (SWD)	75
1072100	107101	Engineering Services Manager - Solid Waste	DNRP	77
1134100	113701	Engineering Services Section Manager	DOT	77
1134800	113850	Field Operations Manager - Roads	DOT	74
1077100	108603	Finance and Administrative Services Manager	DNRP	74
1072400	107401	Fiscal Services Manager - Solid Waste	DNRP	74
8750100	878101	Manager - Fleet and Warehouse Operations	DOT	74
7112500	711502	Managing Engineer	DOT, DRNP, DPER	74
1300100	130002	Operations Manager	DOT	75
5330100	552101	Permitting Product Line Manager	DPER	72
1072200	107201	Recycling & Environmental Services Manager	DNRP	75
1074600	108101	River and Water Resources Manager	DNRP	75
1134200	113801	Roads Maintenance Manager	DOT	77
1134700	113901	Roads Maintenance Manager - Assistant, and Traffic Engineer	DOT	74
1072300	107301	Solid Waste Program Planning Manager	DNRP	71
5220200	252803	Special Projects Manager III (Performance Manager)	DNRP (SWD)	72
2452100	249102	Strategic Planning Manager	DNRP (SWD)	73
1134400	114001	Traffic Engineering Manager	DOT	77
1136100	114101	Transportation Systems Planning Manager	DOT	75

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

APPENDIX 1

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

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

Introduction:

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

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

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

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

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

APPENDIX 1

Agreement:

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

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

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

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

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

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

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

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

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

Lump Sum Coalition Participation Premium Payment

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

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

Changes to King County Family and Medical Leave

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

It is further agreed that:

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

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

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

4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and

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

For King County:

P. Cole-Tindall — 8-22-14

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

Date

APPENDIX 1

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

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

Labor Organization: Professional and Technical Employees, Local 17

Ratified by the Members covered by the Contracts listed below:

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

For Professional and Technical Employees, Local 17:

Joseph I. McGee
Executive Director

8/20/14
Date

APPENDIX 1
ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

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

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

Now THEREFORE, the parties have agreed as follows:

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

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

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

APPENDIX 1
ADDENDUM A

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

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

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

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

APPENDIX 1
ADDENDUM A

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

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

APPENDIX 1
ADDENDUM A

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

For International Brotherhood of Teamsters Local 117:

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

For Office & Professional Employees International Union, Local 8:

Amanda Saylor — 4/25/11 Date

Amanda Saylor, Union Representative

For Professional and Technical Employees, Local 17:

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

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

For Public Safety Employees Union:

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

For Technical Employees Association:

Ade Franklin, President — 4.27.11 Date

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

Diana Prenguber — 4-25-11 Date

Diana Prenguber, Staff Representative

For King County:

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

APPENDIX 1
ADDENDUM A
EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

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

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

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

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

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

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

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

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

7. **Negotiation Process.**

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

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

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

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

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

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

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

APPENDIX 1
ADDENDUM A

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

Dated this 30th day of September, 2008.

KING COUNTY

Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117

Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17

Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION

Roger Browne, President

IFPTE, LOCAL 17

Janet Parks, Union Representative

WSCCCE, Council 2

Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

Dustin Frederick, Business Manager

APPENDIX 2

Memorandum of Agreement

By and Between

King County

and

Professional and Technical Employees, Local 17

Representing Section Managers - Departments: Natural Resources and Parks, Permitting and Environmental Review, and Transportation

RE: Accretion of Special Projects Manager III, Strategic Planning Manager, and Administrative Services Manager into Professional and Technical Employees, Local 17, Section Managers bargaining unit (17F/King County contract code #066) collective bargaining agreement

The parties, Professional and Technical Employees, Local 17, represented by Karen Estevenin, and King County, represented by David Topaz, have discussed the County's Special Projects Manager III (single position in bargaining unit to accommodate reclassification), Strategic Planning Manager, and Administrative Services Manager classifications and have agreed to accrete these classifications into the Professional and Technical Employees, Local 17, Section Managers bargaining unit (in the Solid Waste Division only) and to modify the applicable collective bargaining agreement (Addendum A for 17X/King County contract code #066) accordingly.

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2502300	252803	Special Projects Manager III	72
2452100	249102	Strategic Planning Manager	73
1142100	114303	Administrative Services Manager	75

APPENDIX 2

These classifications (see attached Classification Specifications) are FLSA (overtime) exempt and are subject to the existing terms of the referenced collective bargaining agreement.

This Memorandum of Agreement is effective upon signature of the parties.

For Professional & Technical Employees,
Local 17:

Denise Cobden
Union Representative

7/20/15
Date

For King County:

David E. Topaz
Labor Negotiator II
Office of Labor Relations

7/20/15
Date

SPECIAL PROJECTS MANAGER III

Class Summary

The responsibilities of this classification include managing the largest, most complex enterprise-wide projects from initiation through final acceptance by the customer, requiring multi-agency integration to achieve the overall project deliverables. Projects have significant impact to county services or citizens. The Special Project Manager III is responsible for leading enterprise wide strategic and operational initiatives critical to the on-going growth and success of the County. A Special Projects Manager supervises other project managers and/or project team members directly or through a matrix staff structure. Special Projects Managers are hired for the term or part of the term of the project involved.

Distinguishing Characteristics

This is the third level in a three-level Special Projects Manager Classification series. A Special Projects Manager III manages the largest and most complex projects for County officials. Incumbents in this classification deal with the high scrutiny of the County Council, governing board and public media.

In order to be considered a *Special Project*, the following project characteristics must obtain: structural elements such as executive sponsorship, clear begin/end dates, defined scope, dedicated staff and budget resources, processes for each major phase including initiation, planning, execution, controlling and closing, defined deliverables, tools to measure, assess and document risk, quality and change requests, and, upon closure, deliverables are typically handed off for daily operations, maintenance and administration. Project scope and size are measured by the dedicated resources (staffing and budget), number and type of agency involvement, levels of sensitivity and visibility, and the makeup of the stakeholders group. The most complex projects will be subject to the high scrutiny of the County Council, governing board, County citizens, the public media and have multiple diverse stakeholders with overlapping and differing desired outcomes.

This classification is distinguished from the IT Project Manager Classification series in that the IT Project Manager manages information technology projects exclusively.

Examples of Duties (May vary by position)

1. Determine charter and scope of the project, assuring project is aligned with County/Department strategies, initiatives and business needs or values; set priorities subject to review by project sponsors; ensure project maintains compliance with all relevant State, Federal, local and King County laws and regulations; monitor and document progress of project; maintain auditable project files.
2. Manage and control day-to-day project activities, issues, risks, quality and budget; develop breakdown structures, schedules and budget and resource assignments.
3. Develop and maintain project risk mitigation plans; coordinate project risk identification, quantification and response development and control.
4. Establish measures of success, acceptance criteria, and methods to track, control and report status; determine financial and performance indicators and use evaluation of findings to redirect the project.

5. Prepare and/or coordinate with appropriate staff Requests for Proposals, Requests for Information, and Requests for Bids; develop, negotiate and review contracts associated with assigned project; may manage vendor relationships.
6. Supervise and lead project team members directly or through a matrix staff structure.
7. Prepare and give presentations to senior management on project schedule progress, current status and responses to identified issues and risks.
8. Perform other duties as assigned.

Knowledge/Skills (May vary by position)

Advanced specialized knowledge of project subject matter; advanced knowledge of strategic planning principles and practices; advanced analytical and conceptual skills

Advanced knowledge and skill in managing multi-million dollar, multi-phase, highly visible and politically sensitive projects; skill in organizing, planning and executing multiple large-scale projects from vision through implementation; and preparing detailed and appropriate project documentation

Advanced knowledge and skill in successfully managing projects using current project management principles, methodologies and processes

Knowledge and skill in managing projects for a large organization with diverse business operations, strategic information requirements and priorities

Knowledge of strategic planning principles and practices; knowledge of large organization business operations

Advanced skill in effectively communicating orally and in writing, including making formal presentations to groups and committees, influencing decision makers in a political environment, and working with the media

Skill in gathering, analyzing and synthesizing data; skill in effective paper and report writing; skill in effectively presenting statistical and narrative information to non-technical stakeholders or audiences

Skill in problem-solving, conflict resolution, negotiating and decision making

Skill in handling multiple competing priorities

Skill in supervising and leading multi-discipline work teams; skill in working with a variety of individuals from diverse backgrounds

Licensing, Certification and Other Requirements

Some licenses, certifications and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

FLSA Designation	**Exempt** (Administrative)
Levels within same series	Special Projects Manager I, II and III
Class History	Created 10/2002
	Revised 9/2006 "special project" definition, limited term language
	Updated 12/2006 Changed format and font
	Updated 1/2008 Changed font and format

STRATEGIC PLANNING MANAGER

Class Summary

The responsibilities of this classification include facilitating the development and administration of the strategic planning, communication, and budget forecasting for an agency. Incumbents coordinate the agency's long-term strategic business planning efforts to support the agency's services, programs, systems, and/or processes.

Distinguishing Characteristics

This is a single level classification series. This classification is distinguished from the Program/Project Manager and the Special Project Manager classification series in that incumbents in the Strategic Planning Manager classification focus on agency-wide strategic planning, line of business operational planning, communications, and marketing.

Examples of Duties

1. Coordinate the development of the agency's strategic plan with direction from agency-specific leadership, and incorporating input from other internal and external stakeholders.
2. Identify and recommend policy direction to agency-specific leadership necessary for the successful development, implementation, and administration of the division's strategic business plans.
3. Manage or lead projects related to agency strategic initiatives and ensure activities undertaken by the agency are managed responsibly and comply with all relevant laws, regulations, and County policies. Develop objectives timeframes, deliverables and assessment criteria. Report on project status, budget, schedules and other issues.
4. Coordinate the development of the agency-wide budget and forecasting and identify and recommend financial improvement opportunities for agency projects and/or for new business ventures in order to meet organizational commitments.
5. Develop strategies to improve operational efficiency and/or performance, including overseeing the development of operational plans which identify future operational resource requirements to ensure performance targets are met. Ensure a consistent agency-wide approach to operational planning.
6. Design media releases to shape public perception of organization and to increase awareness of its work and goals.
7. Paticipate as a core leadership team member and ensure consistency of activities with agency mission and goals; develop annual objectives, work priorities and work plans.
8. May supervise strategic business planning, communications, and/or budget staff. Participate in the development of the unit's annual budget and monitor expenditures.

Knowledge/Skills

knowledge of strategic business planning techniques, principles and practices

Knowledge and skill in financial planning and quantitative performance analysis for a public agency with multiple and diverse services

Knowledge of project management techniques and principles

Knowledge of automated data analysis methods, models and systems

Skill in synthesizing information and making recommendations within and outside of established policies and procedures

Skills in supervising multidisciplinary staff

Skill in making timely and quality decisions

Strong oral and written communications skills, including ability to communicate technical information to non-technical audiences

Skill in working effectively with diverse individuals and populations

Ability to work on a number of projects/tasks simultaneously

Ability to develop a collaborative and highly effective team environment

Skill in using current office software programs including word processing, spreadsheet, database and email

Education and Experience Requirements

Bachelor's degree and experience in strategy development and/or operational planning; preferably within a service delivery environment or any combination of experience/education/training that provides the required knowledge, skills and abilities to perform the work.

Licensing, Certification and Other Requirements

Some licenses, certifications and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

FLSA Designation	**Non-Exempt or Exempt (Administrative, Executive, Professional)**
Service Status	Career Service
EEO Code	2
Levels within same series	Strategic Planning Manager
Class History	May 2015

ADMINISTRATIVE SERVICES MANAGER

Class Summary

The responsibilities of this classification include overseeing administrative and financial functions for a large department. Financial functions typically include one or all of the following areas: accounting, financial analysis and budget and grants/contract management. Administrative functions typically include any combination of the following support services: technology-related functions, human resources, facilities and asset management, customer service or other areas of general administrative support. The incumbent in this position has final responsibility for budget development and strategic plans and policies and supervises staff. Incumbents represent the department to elected officials and the public.

Distinguishing Characteristics

This is a single level classification and is distinguished from other financial and administrative management positions in that this classification is the key person responsible for managing administrative and financial functions for a large department, while a Finance and Administrative Services Manager manages these functions at the division level.

Examples of Duties (May vary by position)

1. Oversee the finance, accounting and/or budget functions for the department including management of grant funds.
2. Oversee a combination of primary administrative support functions for the department such as human resources, technology functions, facilities and asset management, customer account services, codes and contracts and general administrative support services.
3. Participate with other management staff in planning and implementing overall departmental objectives. Assist in the development of the department's business plan including performance indicators and outcome measures.
4. Assess department projects and programs and their financial requirements, participate in developing strategic planning and implementation efforts for projects and programs.
5. Manage the budgets for the various administrative services assigned. Receive department budget proposals, determine priorities and compose budget documents. Represent the department at all budget hearings and meetings.
6. Serve as a member of the department's management team.
7. Supervise the work of assigned staff. Hire, assign and schedule work, evaluate performance and initiate disciplinary action when appropriate.
8. Analyze and interpret legislation, identify impacts and ensure resources and plans are prepared to remain in compliance with changing requirements.
9. Develop cooperative working relationships with elected officials, County administrators, and representatives of other governmental agencies, co-workers and the public. Make presentations and participate in negotiations regarding the administrative services and functions performed by the department.
10. Develop policies and procedures within areas of responsibility.
11. Perform other duties as assigned.

APPENDIX 2

Knowledge/Skills (May vary by position)

Knowledge of local government financial administration

Knowledge of local government budget planning, analysis and management

Knowledge of local government human resources management principles and practices

Knowledge of policy development and analysis

Knowledge of strategic planning techniques and principles

Knowledge of management techniques and principles

Management and supervisory skills

Facilitation and problem solving skills

Analytical and research skills

Written and oral communication skills

Planning and organizational skills

Policy development and interpretation skills

Skill in planning, designing and managing multiple large scale projects simultaneously

Ability and skill in developing and maintaining cooperative working relationships with elected officials, County administrators, and representatives of other governmental agencies, co-workers and the public

Ability and skill in building consensus among individuals with conflicting viewpoints

Ability to apply quantitative and qualitative analysis and evaluate data for decision-making

Ability to work effectively in a political environment

Licensing, Certification and Other Requirements

Some licenses, certifications and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

FLSA Designation	**Exempt (Administrative)**
Levels within same series	None
Class History	Created 10/2002
	Updated 2/2003
	Updated 12/2007 Changed font and format

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
SECTION MANAGERS
DEPARTMENTS: NATURAL RESOURCES AND PARKS, PERMITTING AND ENVIRONMENTAL REVIEW, TRANSPORTATION

Subject: Layoff of Managing Engineer, and Voluntary Reclassification of Victor Okereke to Special Projects Manager III, and Y-Rating to Range 77

Background:

King County (the County) and Professional and Technical Employees, Local 17 – Section Managers (the Union) are parties to a collective bargaining agreement (CBA) expiring December 31, 2013, which covers employees in the Department of Natural Resources and Parks, Solid Waste Division (the Division). As a result of a Division wide re-organization, the position of Managing Engineer (Range 77) was eliminated effective March 1, 2015. This position was occupied by Victor Okereke and the Division did not wish to have any employee suffer an actual layoff as a result of the re-organization, and wanted to continue to benefit from the years of experience and expertise of Mr. Okereke. Via separate Settlement Agreement with Mr. Okereke, the County has agreed with the Union and Mr. Okereke to voluntarily reclassify Mr. Okereke into a Special Projects Manager III (Range 72) position, with a Y-rating to Range 77, pending Council approval of this memorandum of agreement (MOA). In a separate MOA, the County and the Union have agreed to accrete the Special Projects Manager III position into the Local 17 Section Managers CBA.

Agreement:

1. The County has eliminated the position of Managing Engineer held by Victor Okereke in the Solid Waste Division and the parties agree to the voluntary reclassification of Mr. Okereke to Special Projects Manager III, and Y-rating him to Range 77.
2. The parties further agree that this voluntary reclassification and Y-rating does not establish a precedent and that this agreement shall take effect upon Council Approval of the CBA rollover, inclusive of this MOA.

For Professional and Technical Employees, Local 17:

Denise Cobden
Union Representative

9/15/15
Date

For King County:

David E. Topaz, Labor Negotiator II
Office of Labor Relations
King County Executive Office

9/16/15
Date