

APPENDIX B

Memorandum of Understanding By and Between King County and

International Federation of Professional & Technical Engineers, Local 17 (Representing employees in the Department of Executive Services, Facilities Management Division)

Subject: Capital Project Manager Accretion Addendum

After a 100 percent showing of interest in joining International Federation of Professional & Technical Engineers, Local 17, King County hereby accretes the Capitol Project Manager job classification series at the Department of Executive Services into the Local 17A bargaining unit.

The intent of this Memorandum of Understanding is to acknowledge the status quo compensation terms for the accreted employees and to extend the previously negotiated provisions of the collective bargaining agreement to them. The terms and conditions of this agreement and the terms and conditions contained in Attachment 1 apply exclusively to all regular full time, regular part time and term-limited temporary employees in the classifications of Capital Project Manager I-IV and Capital Project Management Technicians who work for the Facilities Management Division of the Department of Executive Services.

The provisions below, as well as those contained in the addendum hereto, shall expire with the collective bargaining agreement between the parties and shall be renegotiated or renewed with the collective bargaining agreement. If this agreement is silent on the matter, the terms and conditions of the Local 17A collective bargaining agreement will prevail.

Reduction in Force:

Seniority is defined as time in the bargaining unit calculated from the date that King County granted recognition to this group. For employees on a part-time schedule, seniority will be prorated based on the proportion of the full time schedule they are working.

If a Capital Project Manager position is to be eliminated, term-limited temporary employees will be eliminated first. Thereafter, layoff will be determined based on inverse seniority (lowest in seniority going first) among the employees covered by this addendum, provided that the remaining employees have the ability to satisfactorily perform the available work. When the department has determined that an employee identified for layoff is not qualified for the positions held by less senior employees, the Career Support Services program will perform a comprehensive skills assessment for the employee selected for layoff; the department will furnish Career Support Services with a complete and up-to-date description of the position that is potentially a bumping option; and the department will consult with Career Support Services about whether the laid-off employee can be expected to achieve a satisfactory level of job performance within the duration of a probationary period, in the bumping option position. The parties will abide by the decision of Career Support Services and such decision shall not be grievable by either party.

[049] *International Federation of Professional & Technical Engineers, Local 17 (Capital Project Manager - Facilities Management Division, Department of Executive Services)*

[040] *International Federation of Professional & Technical Engineers, Local 17A (Departments: Development & Environmental Services, Natural Resources & Parks, Transportation)*

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In the event that there are two employees who have the same seniority under the terms of this paragraph, then seniority will be determined by the employee's adjusted service date with King County (including time with METRO and Seattle/King County Public Health).

A member of this bargaining unit laid-off from his/her-career service position may elect to bump into a TLT position (if any) within the bargaining unit. Recall and reinstatement rights are identical to those in Sections 15.6 and 15.7 of the Local 17A collective bargaining agreement.

Bumping Protection:

Members of this addendum shall not be subject to the reduction in force provision of the Local 17A Master Agreement nor such language contained in any of its other addendums.

Wages:

Job Class Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification	Range*
7114300	8516	712303	Capital Project Manager I	54
7114400	8517	712403	Capital Project Manager II	59
7114500	8518	712503	Capital Project Manager III	64
7114600	8519	712604	Capital Project Manager IV	69
7114100	8514	712102	Capital Project Management Technician I	42
7114200	8515	712202	Capital Project Management Technician II	47
For rates, please refer to the King County Squared Table *Steps 1, 2, 4, 6, 8, 10 Only				

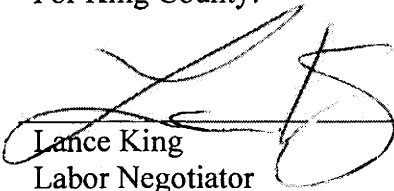
For International Federation of Professional & Technical Engineers, Local 17:



Behnaz Nelson
Union Representative

8/18/09
Date

For King County:



Lance King
Labor Negotiator
Human Resources Division
Department of Executive Services

8/25/09
Date

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ATTACHMENT 1

**Memorandum of Understanding
By and Between
King County
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**International Federation of Professional & Technical Engineers, Local 17
(Representing employees in the Department of Executive Services,
Facilities Management Division)
(Subject: Capital Project Manager Accretion Addendum)**

The intent of this agreement is to acknowledge the status quo compensation terms for the accreted employees and to extend the previously negotiated provisions of the collective bargaining agreement to them.

Wage Rates:

Employees who are hired at step one (1) of the ten (10) step pay scale will advance to step two (2) after successful completion of the probationary period. Steps thereafter will consist of two (2) steps on the ten (10) step pay scale to be applied annually on January 1st. Employees who are hired above step one (1) may advance to the next step after successful completion of probation. Steps thereafter will consist of two (2) steps on the ten (10) step pay scale to be applied annually on January 1st. Additionally, an employee who has been at the top step of his/her salary range for two (2) years or more will be eligible annually for a merit increase of 2.5% or 5% in accordance with the King County Merit Pay Plan in effect November 1, 2000.

Executive Leave:

Fair Labor Standards Act (FLSA)-exempt leave-eligible employees represented by this Agreement are expected to work the hours necessary to satisfactorily perform their jobs and may need to work, on an on-going basis, in excess of the standard work schedule of other King County employees. In recognition of this, the employees will receive a minimum of three (3) days of Executive Leave during the calendar year and shall also be eligible for a maximum of an additional seven (7) days of Executive Leave per calendar year. Executive Leave will be determined pursuant to Executive Policy PERS 8-1-2, when authorized by the immediate supervisor. Executive Leave must be used in the payroll year in which it was granted and cannot be carried over into the next payroll year or cashed out.

Contracting of Work:

The County agrees not to contract out work historically performed by members of the bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. 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.

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