

APPENDIX C

Memorandum of Understanding

By and Between

King County

and

International Federation of Professional & Technical Engineers, Local 17

Subject: Accretion of BRED (Business Relations and Economic Development, King County Executive Office) employees into International Federation of Professional & Technical Engineers, Local 17 bargaining unit – corrections to Memorandum of Understanding 040VR0210

The parties, King County (as represented by Deborah Bellam) and International Federation of Professional and Technical Engineers, Local 17 (as represented by Jacob Metzger) have agreed to correct three errors in the Memorandums of Understanding signed November 4 and 5, 2010, related to wages for Douglas Burke Eglington (page 1, below), J. Todd Scott (bottom of page 2) and John Trausch (bottom of page 2): These corrections are included in this revised Memorandum of Understanding.

The Historic Preservation Group in BRED is currently scheduled to move to the Department of Natural Resources and Parks and includes:

NAME	RANGE/STEP	FLSA STATUS	JOB TITLE & CLASS CODE
Kent (Charlie) A. Sundberg	Range 63 Step 10 (receiving merit pay in 2010)	FLSA exempt	Project/Program Manager III 2441300
J. Todd Scott	Range 63 Step 5	FLSA exempt	Project/Program Manager III 2441300
Douglas Burke Eglington (TLT part time)	Range 63 Step 10 (receiving merit pay in 2010)	FLSA exempt	Project/Program Manager III 2441300
Philippe David LeTourneau (TLT part time)	Range 63 Step 7	FLSA exempt	Project/Program Manager III 2441300

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The Contract Compliance group in BRED is currently scheduled to move to the Department of Executive Services and includes:

NAME	RANGE/STEP	FLSA STATUS	JOB TITLE & CLASS CODE
Charles Leviege	Range 66 Step 10	FLSA exempt	Contract Specialist III 2215300
Mary Rainey	Range 61 Step 6	FLSA exempt	Contract Specialist II 2215200
John Trausch	Range 58 Step 5	FLSA non exempt	Project/Program Manager II 2441200

All employees on this list - with the exception of Charles LeViege - served unpaid furlough in 2009 and all - with the exception of Charles LeViege - received furlough replacement time (FRT) as non represented employees in 2010. This Memorandum of Understanding (MOU) in no way changes the furlough or FRT status of any of these employees.

The parties agree to accrete the classifications held by the Department of Natural Resources and Parks and the Department of Executive Services employees identified on this list into the Local 17A bargaining unit (King County contract code 040). The terms of the applicable collective bargaining agreement (CBA) will apply, with the following exceptions:

1. The two employees awarded merit pay for 2010 will continue to receive merit pay through December 31, 2010, only, consistent with King County's merit pay system rules, and consistent with the terms of this agreement;
2. FLSA exempt classifications shall remain FLSA exempt;
3. The January 1 step increase date applied to these employees (as non represented employees) in 2010 shall be applicable on January 1, 2011, as well. The anniversary date step increase dates in the applicable Local 17 CBA will not apply to these employees until after January 1, 2011, but will apply in 2011 consistent with the terms of the CBA.
4. Step placement upon accretion will be as follows:

Sundberg will remain at step 10
Scott will remain at step 5 until January 1, 2011
Eglington will remain at step 10
LeTourneau will remain at step 7 until January 1, 2011
Leviege will remain at step 10
Rainey will remain at step 6 until January 1, 2011
Trausch will remain at step 5 until January 1, 2011.

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5. **Seniority and Bumping:** Seniority is defined by Article 15.3 of the Local 17 CBA. The effective bargaining unit seniority date for the employees covered by this MOU is the date of the last signature to this Agreement. With respect to bumping, though the rules that govern the bumping process are found in Article 15.5, only BRED employees may bump other BRED employees. Other employees may not bump or be bumped by BRED employees for the duration of this MOU.

After January 1, 2011, employees not yet at step 10 will receive a step increase, consistent with the CBA, on their anniversary dates in 2011, except that such employees will move up one (1) step rather than two (2) due to the January 1, 2011, step increases. This will mean that some employees will be placed on an odd number step not currently in the CBA. Employees not yet at step ten (10) in 2012 will advance two (2) steps on their anniversary dates consistent with the terms of the CBA.

The parties acknowledge that Article 9.1 of the Local 17A CBA provides the following:

9.1 Cost of Living (COLA): Effective January 1, 2010, wage rates in effect on December 31st of the previous year shall be increased by ninety percent (90%), CPI-W, U.S. All Cities based on September to September figures of the prior year. The minimum COLA shall be two (2) percent and the maximum shall be six (6) percent.

The seven (7) employees covered by this Agreement have not yet received this 2010 COLA. These employees shall receive 2010 COLA, consistent with Article 9.1, effective January 1, 2010.

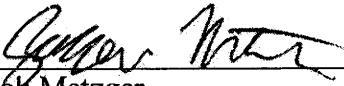
The parties acknowledge that the current CBA expires April 30, 2011, and terms relating to wages and steps and other wage and benefit related matters outlined in this CBA could change through bargaining after expiration. Unless expressly excluded in writing, such changes shall apply to the classifications listed in this Memorandum of Understanding. Additionally, the issue of continued eligibility for merit pay for the BRED employees (merit over step 10) under the terms of the County's Merit Pay Program will be considered "open" and may be bargained as a term included in the successor to the current CBA.

The parties have discussed the fact that the BRED employees listed in this MOU are currently scheduled to transfer from the Executive's Office to the Department of Natural Resources and Parks and to the Department of Executive Services and the parties further agree that if such transfer does take place, terms of this agreement and applicable CBA may be opened as necessary to discuss or bargain the impact of such transfer. Additionally, if changes to this Agreement or applicable CBA are necessitated by the 2011 budget, the parties will discuss and bargain to the extent required by law.

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This is a full and complete agreement on the issue of the accretion of the BRED classifications into the Local 17A bargaining unit and replaces the Memorandum of Understanding on this topic signed earlier this year. This Agreement is effective September 1, 2010, upon signature of both parties.

For the International Federation of Professional
and Technical Engineers, Local 17:

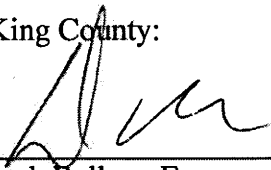


Jacob Metzger
Union Representative

12/12/10

Date

For King County:



Deborah Bellam, Esq.
Labor Negotiator
Office of Labor Relations

12/15/10

Date