



## King County

# Transportation, Economy and Environment Committee

### STAFF REPORT

<b>Agenda Item:</b>	7	<b>Name:</b>	Nick Wagner
<b>Proposed No.:</b>	2012-0266	<b>Date:</b>	July 31, 2012
<b>Invited:</b>	Jim Meith, Labor Negotiator, Office of Labor Relations, King County Executive Office Whitney Hupf, Union Representative, Professional and Technical Employees, Local 17		

### SUBJECT

Collective bargaining agreement covering about 120 employees in the Departments of Transportation and Information Technology.

### SUMMARY

Proposed Ordinance 2012-0266 (pp. 5-6 of these materials<sup>1</sup>) would approve a collective bargaining agreement (CBA) between King County and the Professional and Technical Employees (PTE), Local 17. The CBA covers about 120 employees in the Departments of Transportation (DOT) and Information Technology (KCIT).

#### **1. Term of the CBA**

The CBA runs for three years, from 1 January 2012 through 31 December 2014. (CBA Article 24, p. 41)

#### **2. The Bargaining Units**

In general, as described in the Executive's transmittal letter (pp. 53-55), the covered employees provide "specialized and advanced skills in planning, technology, communications, and financial management to the County's transportation infrastructure."

Three bargaining units are covered by the CBA:

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<sup>1</sup> All page number references are to this staff report and its attachments.

### **a. Planning**

The employees in this bargaining unit are responsible for the Road Services Division's:

- Long-term planning and management;
- Capital program;
- Emergency planning and preparedness; and
- Communications with the public concerning construction projects and emergency conditions.

### **b. Professional**

The employees in this bargaining unit are responsible for large capital budgets, grants, and expenditures in the Department of Transportation.

### **c. Information Technology**

This bargaining unit is new. It consists of employees formerly in the Professional Bargaining Unit covered by this CBA as well as employees transferred from another Local 17 contract that covers professional and technical, interest arbitration eligible employees in the Transit Division of DOT. As described in the transmittal letter, most of these employees have been organizational transferred to KCIT. During the term of this CBA, the parties will negotiate to transfer this bargaining unit into the separate, PTE Local 17 (Information Technology) CBA.

These employees maintain DOT's internal information systems, such as the Road Services Division's website, and have countywide responsibilities such as staffing the Information Technology Service Center.

The job classifications included in the three bargaining units are listed in Addenda A through F to the CBA (pp. 42-48).

## **NEW CONTRACT PROVISIONS**

The proposed CBA is a three-year rollover, or continuation, of the previous CBA, except for the following changes:

### **1. COLAs**

Article 8, Section 1, of the CBA (pp. 24-25) provides for the following cost of living adjustments (COLAs), which are the same as those agreed to by the vast majority of the County's represented employees:

Year	COLA Formula	COLA
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, <sup>2</sup> with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.75%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.04%

The specific COLA percentages listed in the table for 2013 and 2014 are based on projections by the County’s Office of Economic and Financial Analysis (OEFA).<sup>3</sup>

Article 8, Section 1, also provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the vast majority of the county’s represented employees have agreed to.

## 2. Other compensation and benefits

Non-COLA forms of compensation (for example, step increases and pay ranges) remain unchanged under the proposed CBA. (That is, eligible employees will continue to receive step increases, but there are no pay range increases.)

## 3. Compensation Reopener

Article 8, Section 5, of the CBA (p. 25) provides that the parties may agree to enter into coalition negotiations covering multiple bargaining units on the issue of total compensation and that the results of any such negotiations may apply to the employees covered by this CBA during its term. According to executive staff, it is understood that any agreement resulting from such negotiations would need to be transmitted to the Council for review and either adoption or rejection.

## 4. VEBA

Article 5, Section 2 (pp. 14-15), and Article 6, Section 11 (pp. 19-20), provide that any vacation leave payout and sick leave payout are subject to any determination by bargaining unit members to have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth in the county code.

<sup>2</sup> More specifically: “the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).”

<sup>3</sup> See the OEFA website: <http://www.kingcounty.gov/business/Forecasting.aspx>.

**FISCAL IMPACT**

The fiscal impact of the CBA, which is due entirely to the COLAs, is described in the Fiscal Note (pp. 57-58) and is summarized in the table below.

	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Increase over previous year</b>	\$192,572	\$330,189	\$251,676
<b>Cumulative increase over 2011</b>	\$192,572	\$522,761	\$774,437

**CONSISTENCY WITH LABOR POLICIES**

The proposed CBA is consistent with the County’s adopted labor policies.

**LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 54)

**ATTACHMENTS**

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**Signature Report**

**July 25, 2012**

**Ordinance**

**Proposed No. 2012-0266.1**

**Sponsors**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Professional and Technical Employees, Local  
4 17 (Professional and Technical) representing employees in  
5 the departments of transportation, and information  
6 technology; and establishing the effective date of said  
7 agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between  
10 King County and Professional and Technical Employees, Local 17 (Professional and  
11 Technical) representing employees in the departments of transportation, and information  
12 technology, and attached hereto is hereby approved and adopted by this reference made a  
13 part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from  
15 January 1, 2012, through and including December 31, 2014.

16

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Agreement between King County and Professional and Technical Employees, Local 17 Transit Supervisors

AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND THE  
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17  
PROFESSIONAL & TECHNICAL  
DEPARTMENT OF TRANSPORTATION  
2012 - 2014  
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1 date of this Agreement shall, on the thirtieth (30th) day following the effective date of this  
2 Agreement, become and remain members in good standing in the Union, or pay agency fees to the  
3 Union to the extent permitted by law. It shall also be a condition of employment that all employees  
4 covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective  
5 date shall, on the (30th) thirtieth day following the beginning of such employment, become and  
6 remain members in good standing in the Union, or pay agency fees to the Union to the extent  
7 permitted by law.

8         Provided, however, that nothing contained in this section shall require an employee to join the  
9 Union who qualifies for an exemption, in accordance with the procedure set forth in the Washington  
10 Administrative Code, based on bona fide religious tenets or teachings that prohibit the payment of  
11 dues or initiation fees to Union organizations. Such employee shall pay an amount of money  
12 equivalent to regular union dues and initiation fee; said amounts shall be paid to a non-religious  
13 charity or to another charitable organization mutually agreed upon by the employee affected and the  
14 bargaining representative to which such employee would otherwise pay the dues and initiation fee.  
15 The employee shall furnish written proof that such payment has been made.

16         **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a  
17 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
18 of dues and initiation fee or representational fees as certified by the Union and transmit the same to  
19 the Union. The Union will indemnify, defend and hold the County harmless against any claims made  
20 and against any suit instituted against the County on account of any check-off of dues for the Union.  
21 The Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
22 provision upon presentation of proper evidence thereof.

23         Provided further that in accordance with various decisions of the United States Supreme Court  
24 employees who object to dues and fees being used for union activities not directly related to  
25 representation may decline to be members and shall pay an amount of money to the Union that is a  
26 reduction of regular dues and initiation fee, as required under the law.

27         **Section 4. Union Security.** Failure by an employee to satisfy the requirements of Section 2  
28 above shall constitute cause for dismissal; provided that the County has no duty to act until the Union

1 makes a written request for discharge and verifies that the employee received written notification of  
2 the delinquency including the amount owing, the method of calculation, and notification that non-  
3 payment after a period of no less than seven (7) days will result in discharge by the County. A copy  
4 of each written notification shall be mailed to the County concurrent with its mailing to the employee.

5 **Section 5. New Hires.** The County will require all new employees hired, transferred, or  
6 promoted into a position included in the bargaining unit to sign a form (in triplicate), which will  
7 inform them of the Union's exclusive recognition. One copy of the form will be retained by the  
8 County, one by the employee and the original sent to the Union. The County will notify the Union of  
9 any employee leaving the bargaining unit because of termination, layoff, leave of absence or  
10 dismissal.

11 **Section 6. Lists.** The County will transmit to the Union, upon request, a current listing of all  
12 employees in the unit. Such list shall indicate the name of the employee, wage rate, hire date and job  
13 classification.

14 **Section 7. Union Office.** An employee elected or appointed to office in a local of the Union,  
15 which requires a part, or all of his/her time shall be given leave of absence without pay upon  
16 application, for a maximum of two years.

### 17 **ARTICLE 3: RIGHTS OF MANAGEMENT**

18 The management of the County and the direction of the work force is vested exclusively in the  
19 County subject to the terms of this Agreement. Except to the extent there is contained in this  
20 Agreement express and specific provisions to the contrary, all power, authority, rights and  
21 jurisdictions of the County are retained by and reserved exclusively to the County, including, but not  
22 limited to, the right to manage the work of employees, schedule overtime work, to suspend or  
23 terminate for just cause, transfer, and evaluate employees; to determine and implement methods,  
24 means and assignments, establish classifications and select personnel by which operations are to be  
25 conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** Employees eligible for leave benefits shall be granted holidays with pay as  
3 follows:

4

5 New Year's Day	January 1st
6 Martin Luther King, Jr.'s Birthday	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	Fourth Friday in November
14 Christmas Day	December 25th

15

16 and special or limited holidays as declared by the president or governor, and as approved by the  
17 Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County  
18 Council may determine.

19 **Section 2. Personal Holidays.** Employees eligible for leave benefits shall be granted two  
20 personal holidays to be administered through the vacation plan; provided, that the hours granted to  
21 employees working less than a full-time schedule shall be prorated to reflect their normally scheduled  
22 work week. One day shall be credited to the employee's leave balance on the first of October and one  
23 day on the first of November.

24 **Section 3. Holidays Observed.** Whenever a holiday falls on a Sunday, the following  
25 Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on  
26 the preceding Friday.

27 **Section 4. Pay Status.** An employee must be in a pay status either the employee's scheduled  
28 working day before or the employee's scheduled working day after a holiday in order to receive

1 holiday pay. An employee leaving County employment the day prior to the holiday shall not receive  
2 holiday pay; provided, however, that an employee who has successfully completed at least five years  
3 of county service and who retires at the end of a month in which the last regularly scheduled working  
4 day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day  
5 before the day observed as a holiday. Holidays paid for but not worked shall be recognized as time  
6 worked for purposes of determining weekly overtime for FLSA non-exempt employees.

7 **Section 5. Alternate Work Schedules.**

8 A. Holiday pay shall be based on the number of hours the employee would normally  
9 have worked on the day the holiday occurs, up to a maximum of eight (8) hours for leave-eligible  
10 employees with a 40 hour week, or seven (7) hours for leave-eligible employees with a 35 hour work  
11 week. Hourly employees on flex or alternative work schedules may, with the supervisor's approval,  
12 adjust their schedules during a holiday week (such as reverting to a five-day workweek) so as to be  
13 eligible for holiday pay plus all non-holiday work hours for that work week. Part-time leave eligible  
14 employees shall receive pro rated holiday pay based on their normal hours of work per week in  
15 relation to a full-time schedule of 35 or 40 hours.

16 B. Hourly employees on alternative work schedules/flextime (working four days in  
17 five, or nine days in ten) who take holiday time off in excess of the 7 or 8 hours of holiday provided,  
18 and who do not adjust their work schedules as provided in A. above shall make up the difference  
19 using accrued vacation time or leave without pay.

20 C. Work performed on holidays by FLSA non-exempt employees shall be paid at one  
21 and one-half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday  
22 pay prorated in accordance with their regular schedule. For example:

23

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

24  
25  
26  
27

**1** ARTICLE 5: VACATION

**2**           **Section 1.** Employees eligible for leave benefits shall be granted vacations with pay as  
**3** follows:

**4**

<b>5</b>	<b>Full Years of Service</b>	<b>Maximum Total Days</b>
<b>6</b>	Upon hire through end of Year    5	12
<b>7</b>	Upon beginning of Year            6	15
<b>8</b>	Upon beginning of Year            9	16
<b>9</b>	Upon beginning of Year            11	20
<b>10</b>	Upon beginning of Year            17	21
<b>11</b>	Upon beginning of Year            18	22
<b>12</b>	Upon beginning of Year            19	23
<b>13</b>	Upon beginning of Year            20	24
<b>14</b>	Upon beginning of Year            21	25
<b>15</b>	Upon beginning of Year            22	26
<b>16</b>	Upon beginning of Year            23	27
<b>17</b>	Upon beginning of Year            24	28
<b>18</b>	Upon beginning of Year            25	29
<b>19</b>	Upon beginning of Year            26	30

**20**

**21**           **A.** Vacation accrual rates for an employee who works other than the full time  
**22** schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled  
**23** work week.

**24**           **B.** Employees eligible for vacation leave shall accrue vacation leave from their date of  
**25** hire in a benefit eligible position.

**26**           **C.** Employees eligible for vacation leave shall not be eligible to take or be paid for  
**27** vacation leave until they have successfully completed their first six (6) months of County service in a  
**28** leave eligible position, and if they leave County employment prior to successfully completing their

1 first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

2 However, such employees may be eligible to use accrued vacation leave for family care as provided  
3 by Washington State law, or may, at the Division Director's discretion, use any accrued vacation as  
4 an extension of sick leave.

5 D. Employees eligible for leave shall not use or be paid for vacation leave until it has  
6 accrued and such use or payment is consistent with the provisions of this Article.

7 E. No employee eligible for leave shall work for compensation for the County in any  
8 capacity during the time that the employee is on vacation leave.

9 F. In cases of separation from County employment by death of an employee with  
10 accrued vacation leave and who has successfully completed his/her first six (6) months of County  
11 service in a leave eligible position, payment of unused vacation leave up to the maximum accrual  
12 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,  
13 RCW Title 11.

14 G. If an employee resigns from a benefit eligible position or is laid off and  
15 subsequently returns to County employment within two (2) years from such resignation or layoff, as  
16 applicable, the employee's prior County service shall be counted in determining the vacation leave  
17 accrual rate under Section 1.

18 H. Benefit eligible employees may accrue up to sixty (60) days vacation leave,  
19 prorated to reflect their normal work schedule. Such employees shall use vacation leave in excess of  
20 the maximum accrual amount prior to December 31 of each year. Failure to use vacation time in  
21 excess of the maximum accrual amount will result in forfeiture of the excess vacation leave unless the  
22 appointing authority has approved a carryover of such vacation leave because of cyclical workloads,  
23 work assignments or other reasons as may be in the best interests of the County.

24 **Section 2. Vacation Payout.** Benefit eligible employees shall be paid for accrued vacation  
25 leave to their date of separation up to the maximum accrual amount if they have successfully  
26 completed their first six (6) months of County service. Payment shall be the accrued vacation leave  
27 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less  
28 mandatory withholdings.

1 This vacation leave payout is subject to any determination by bargaining unit members to have  
2 their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement  
3 as a result of length of service, as set forth in the King County Code. Such determination is  
4 applicable to all members of the bargaining unit.

5 **Section 3. Use of Vacation.** FLSA exempt employees may use vacation leave in increments  
6 of not less than one (1) day. FLSA non-exempt employees may use vacation leave in one-half (1/2)  
7 hour increments, at the discretion of the appointing authority.

8 **Section 4. Vacation Donation.** Any benefit eligible employee who has completed at least  
9 one (1) year of service may donate to any other benefit eligible employee a portion of his or her  
10 accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving  
11 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time  
12 rate.

13 Vacation donations are strictly voluntary. Employees are prohibited from offering or  
14 receiving monetary or any other compensation in exchange for donating vacation hours. The number  
15 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

16 Donated vacation must be used within ninety (90) calendar days. Donated vacation not used  
17 within ninety days or due to the death of the receiving employee shall revert to the donor.

18 Donated vacation is excluded from vacation payoff provisions.

19 **ARTICLE 6: SICK LEAVE**

20 **Section 1. Sick Leave Accrual.** A benefit eligible employee shall accrue sick leave benefits  
21 at the rate equal of 0.04616 hours for each hour on regular pay status exclusive of overtime up to a  
22 maximum of ninety-six (96) hours per year; except that sick leave shall not begin to accrue until the  
23 first of the month following the month in which the employee commenced employment. The  
24 employee is not entitled to sick leave if not previously earned. There shall be no limit to the hours of  
25 sick leave benefits accrued by an eligible employee.

26 **Section 2. Uses of Sick Leave.**

27 A. Sick leave may be used for the following personal reasons:

- 28 1. An employee's personal illness or injury; provided, that an employee who

1 suffers an occupational illness or injury may not simultaneously collect sick leave and worker's  
2 compensation payments in a total amount greater than the net regular pay of the employee;

3                   2. The employee's incapacitating injury, provided that:

4                   a) An employee injured on the job may not simultaneously collect sick  
5 leave and worker's compensation time loss payments in a total amount greater than the net regular  
6 pay of the employee;

7                   b) An employee may not collect sick leave for physical incapacity due  
8 to any injury or occupational illness which is directly traceable to employment other than with the  
9 County.

10                  3. A female employee's temporary disability caused by or contributed to by  
11 pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick leave  
12 prior to taking an unpaid leave of absence for such disability.

13                  4. An employee's exposure to contagious diseases and resulting quarantine;

14                  5. An employee's medical, dental, or optical appointments, provided, that the  
15 employee's immediate supervisor has approved the use of sick leave for such appointments;

16                  6. To care for the employee's child or the child of an employee's domestic  
17 partner if the following conditions are met:

18                  a) The child is under the age of eighteen, or is more than 18 years old  
19 but is incapable of self-care due to mental or physical disability;

20                  b) The employee is the natural parent, step-parent, adoptive parent,  
21 legal guardian, foster-care parent, or other person having legal custody and control of the child;

22                  c) The employee's child or the child of an employee's domestic partner  
23 has a health condition requiring the employee's personal supervision during the hours of his/her  
24 absence from work;

25                  d) The employee actually attends to the child during the absence from  
26 work;

27                  7. Up to one day of sick leave may be used by an employee for the purpose of  
28 being present at the birth of his/her child.



1                   8. Leave eligible employees shall receive and expend sick leave benefits  
2 proportionate to the employee's regular workday. For example: If a regular part-time employee  
3 normally works four (4) hours per day and the department's normal work day is eight (8) hours, the  
4 employee will receive four (4) hours of sick leave benefits for the month. Employees shall be entitled  
5 to use sick leave in the maximum amount of three (3) days for each instance where such employee is  
6 required to care for immediate family members who are seriously ill. There shall be no limit on the  
7 use of sick leave to care for children under Section 2. A. 6. of this Article.

8                   B. Sick leave may also be used to care for other family members if:

9                   1. The family member is the employee's spouse or domestic partner, the  
10 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a  
11 parent of the employee's spouse or domestic partner, any person for whose financial or physical care  
12 the employee is principally responsible, or any person who was in loco parentis to the employee; and  
13 the reason for the leave is one of the following:

14                   a) The birth of a son or daughter and care of the newborn child, or  
15 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve months  
16 of the birth, adoption, or placement;

17                   b) To care for the employee's child, or child of the employee's spouse  
18 or domestic partner whose illness or health condition requires treatment or supervision by the  
19 employee;

20                   c) Care of a family member who suffers from a serious health  
21 condition as defined in the King County Personnel Guidelines.

22                   C. To the extent that Washington State law provides more extensive benefits for use  
23 of paid leave for family care, the Union and County agree that state law shall prevail.

24                   **Section 3. King County Family and Medical Leave.** An employee may take up to eighteen  
25 (18) weeks of unpaid leave for his/her own serious health condition, and for family reasons as  
26 provided for in Section 2 above, within a twelve (12) month period (In accordance with the King  
27 County Personnel Guidelines). The leave may be continuous (which is consecutive days or weeks),  
28 or intermittent (which is taken in whole or partial days as needed). Intermittent leave is subject to the

1 following conditions:

2           A. When leave is taken after the birth or placement of a child by adoption or foster  
3 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by  
4 the employee's appointing authority;

5           B. An employee may take leave intermittently or on a reduced schedule when  
6 medically necessary due to a serious health condition of the employee or family member of the  
7 employee. If this leave is foreseeable based on planned medical treatment, the Department Director  
8 or his/her designee may require the employee to transfer temporarily to an available alternate position  
9 for which the employee is qualified and that has equivalent pay and benefits and that accommodates  
10 recurring periods of leave than the employee's regular position.

11           Use of donated leave shall run concurrently with the eighteen-week family medical leave  
12 entitlement. The County shall continue its contribution toward health care benefits during any unpaid  
13 leave taken under this Section.

14           **Section 4. Federal Family and Medical Leave Entitlement.** In accordance with the King  
15 County Personnel Guidelines, an eligible employee may take up to twelve (12) weeks of leave for  
16 his/her own serious health condition (as defined by the King County Personnel Guidelines), and for  
17 the birth or placement by adoption or foster care of a child, or for the serious health condition of an  
18 immediate family member, within a twelve (12) month period. The leave may be continuous (which  
19 is consecutive days or weeks), or intermittent (which is taken in whole or partial days as needed).

20           **Section 5. Return from Approved Family and Medical Leave.** An employee, who returns  
21 from unpaid family or medical leave within the time provided for in this Article, is entitled to the  
22 same position she/he occupied when the leave commenced or a position with equivalent status,  
23 benefits, pay and other terms and conditions of employment.

24           Failure to return by the expiration date of the leave of absence may be cause for removal, and  
25 may result in termination of the employee from County service.

26           **Section 6. Use of Vacation Leave.** An employee who has exhausted all of his/her sick leave  
27 may use accrued vacation leave as sick leave before going on leave of absence without pay, if  
28 approved by his/her immediate supervisor. An employee may use accrued vacation leave for a

1 qualifying event under the Washington Family Care Act.

2       **Section 7. Sick Leave Donations.** Any leave eligible employee who maintains a sick leave  
3 accrual balance of one hundred (100) hours may donate to any other leave eligible employees a  
4 portion of his or her accrued sick leave upon written notice to the donating and receiving employees'  
5 department director(s). Sick leave hour donations are strictly voluntary. No employee may donate  
6 more than twenty-five (25) hours of his/her accrued sick leave in a calendar year, to a specific  
7 individual. Employees are prohibited from offering or receiving monetary or any other compensation  
8 in exchange for donating sick leave hours.

9       Donated hours shall be converted to a dollar value based upon the donor's straight time hourly  
10 rate.

11       Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not  
12 used within ninety days (90) or due to the death of the receiving employee shall revert to the donor.

13       Donated sick leave hours are exempt from sick leave payoff provisions.

14       **Section 8. Sick Leave Use.** Sick leave may be used by hourly employees in one-half (1/2)  
15 hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick  
16 leave in increments of one (1) full workday.

17       **Section 9. Verification of Sick Leave.** Division management is responsible for the proper  
18 administration of sick leave benefits. In cases where management has documentation to support a  
19 history of excessive or patterned absenteeism, an employee may be put on written notice by the  
20 Division Manager/designee that for a period not to exceed six (6) months, all sick leave usage by the  
21 employee will require medical verification. The County agrees to re-open this section upon request  
22 by the Union if, during the term of this Agreement, the Joint Labor Management Insurance  
23 Committee reaches an agreement on the subject of medical verification of sick leave usage.

24       **Section 10. Sick Leave Upon Separation.** Separation from King County employment,  
25 except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick  
26 leave currently accrued to the employee. Should the employee resign in good standing and return to  
27 the County within two (2) years, accrued sick leave shall be restored.

28       **Section 11. Sick Leave Cash Out.** Employees eligible to accrue sick leave, who have

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

6 All payments shall be made in cash, based on the employee's hourly rate of pay, and there  
7 shall be no deferred sick leave reimbursement.

8 This sick leave cash-out is subject to any determination by bargaining unit members to have  
9 their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement  
10 as a result of length of service, as set forth in the King County Code. Such determination is  
11 applicable to all members of the bargaining unit.

12 **ARTICLE 7: LEAVES**

13 Employees who are eligible for leave benefits will be granted the following leaves:

14 **Section 1. School Volunteering.** Employees may use up to three (3) days of sick leave per  
15 calendar year for the purpose of volunteering in a school, in accordance with existing County policies  
16 and practices.

17 **Section 2. Leave of Absence Without Pay.** If a leave of absence is taken in conjunction  
18 with a workers' compensation claim, no authorization for the leave is required. Except as otherwise  
19 provided under Article 6 (Sick Leave) and Article 7, Section 3 (Military Leave). All other leaves of  
20 absence without pay are administered as follows:

21 **A.** An employee eligible for leave benefits may take a leave of absence without pay  
22 for less than thirty (30) days if authorized in writing by the employee's appointing authority.

23 **B.** An employee eligible for leave benefits may take a leave of absence without pay  
24 for more than thirty (30) calendar days if authorized in writing by the employee's appointing authority  
25 and the Director.

26 **C.** Leaves of absence without pay will be for periods not to exceed one (1) year.  
27 However, the appointing authority may, in special circumstances, grant an extension beyond one (1)  
28 year.

1           **D.** An employee who is on a leave of absence without pay will not accrue vacation or  
2 sick leave. In addition, leaves of absence in excess of thirty (30) days, except for family or medical  
3 leave, or military leave will result in the loss of paid health and other insured benefits.

4           **E.** If a leave of absence without pay was granted to an employee for the purpose of  
5 recovering health, the appointing authority will require the employee to submit a physician's  
6 statement concerning the employee's ability to resume duties before allowing the employee to return  
7 to work.

8           **F.** An employee who is on a leave of absence without pay may return from the leave  
9 before its expiration date if the employee provides the appointing authority with a written request to  
10 that effect at least fifteen (15) days before resuming duties.

11           **G.** Failure to return to work by the expiration date of a leave of absence without pay  
12 will result in the employee's automatic termination from county employment.

13           **H.** A leave of absence without pay may be revoked by the appointing authority if the  
14 appointing authority learns that the leave of absence was requested and granted under false pretenses,  
15 or that the need for such leave of absence has ceased to exist.

16           **I.** When a leave of absence without pay is used in conjunction with paid leave time,  
17 the paid leave time must be used first.

18           **J.** Employees who wish to complete educational programs may request a leave of  
19 absence without pay for this purpose.

20           **Section 3. Military Leave of Absence.** A leave of absence for active military duty or active  
21 military training duty will be granted to eligible employees in accordance with County policy and  
22 applicable state and federal laws.

23           **Section 4. Jury Duty.** If an employee eligible for leave benefits is called for jury duty, then  
24 the employee will be entitled to regular pay for all workdays that the employee misses due to jury  
25 duty. The employee should deposit his or her jury duty fees, excluding mileage, with the Finance and  
26 Business Operations Division of the Department of Executive Services. Employees must contact  
27 their supervisor when dismissed from jury duty during regularly scheduled working hours and may be  
28 required to report back to work.

1           **Section 5. Authorized Leave Due to Inclement Weather or Safety Concerns.**

2           A. Where a department director officially closes operations in his/her department  
3 because of adverse weather conditions, or orders employees to leave the premises because of safety  
4 concerns, all non-essential employees who are scheduled to work will be paid for the normally  
5 scheduled work day. This applies to affected overtime exempt as well as hourly employees. Only  
6 hours actually worked will be used to determine overtime eligibility for the week.

7                   1. Employees who previously request and have been approved for time off  
8 (e.g., vacation or sick leave, compensatory time-off, leaves of absence) will have hours deducted from  
9 their accruals as approved.

10                   2. Essential employees who are scheduled to work but do not because of  
11 adverse weather conditions may use accrued vacation or comp time (hourly employees) or accrued  
12 vacation or executive leave (FLSA exempt employees), or the time will be charged as leave-without-  
13 pay for the scheduled work day. A department director or his or her designee shall make the  
14 determination as to which employees are essential and, consequently, which employees are required  
15 to report for work despite emergency conditions.

16           B. Where a department, office or facility remains open but weather conditions prevent  
17 an employee from reporting to work, the following will apply:

- 18                   1. The employee will notify his or her supervisor as soon as possible.  
19                   2. The employee may request, and the supervisor may approve, the use of  
20 compensatory time, vacation time, or leave without pay to cover absences due to inclement weather.  
21 Sick leave may not be used to cover absences due to inclement weather.

22           **Section 6. Organ Donor Leave.** An employee who is eligible for leave benefits may take  
23 five (5) days paid leave to participate as a donor in a life-giving or life-saving procedure (for example,  
24 bone marrow transplants, kidney transplants, and blood transfusions). The paid leave will not be  
25 charged to family leave, sick leave, vacation leave or leave of absence without pay. There must be  
26 reasonable expectation that the employee's failure to participate may result in serious illness, injury,  
27 pain, or the eventual death of the identified recipient. The employee must take the following steps:

28           A. Give the appointing authority reasonable advance notice of the need to take time

1 off.

2           **B.** Provide written proof from an accredited medical institution, organization, or  
3 individual as to the need for the employee to donate or to participate in any other medical procedure  
4 where the participation of the donor is unique or critical to a successful outcome.

5           Time off from work that exceeds five (5) working days is subject to other leave provisions of  
6 this Agreement.

7           **Section 7. Bereavement Leave.**

8           **A.** A leave-eligible employee is entitled to three (3) days paid bereavement leave for  
9 each occurrence of death of a member of the employee's immediate family. If an employee requests  
10 more time, up to an additional three (3) days may be used from the employee's sick leave balance.

11           **B.** Immediate family means any of the following relatives of the employee,  
12 employee's spouse or employee's domestic partner: spouse, domestic partner, grandparent, parent,  
13 child, sibling, child-in-law, parent-in-law, and grandchild. Also included is any person for whose  
14 financial or physical care the employee is principally responsible, or any person who was in loco  
15 parentis to the employee.

16           **C.** In the application of any of the foregoing provisions, holidays or regular days off  
17 falling within the prescribed period of absence shall not be charged bereavement leave entitlements.

18           **Section 8. Executive Leave.** The nature of the work of many employees represented by this  
19 Agreement sometimes requires them to be on-call for significant periods of time and to work, on an  
20 on-going basis, substantially in excess of the standard work schedule for other County employees.  
21 FLSA-exempt employees shall receive up to 3 days of executive leave per year according to the  
22 following provisions:

23           **A.** Non-probationary employees who are employed in a bargaining unit position on or  
24 before April 30 shall be allowed three days of Executive Leave for use during that calendar year;  
25 those employees who become non-probationary in a bargaining unit position on or after May 1, but  
26 before September 1, shall be allowed two days Executive Leave for use during that calendar year.

27           **B.** Those who become non-probationary employees in a bargaining unit position on or  
28 after September 1 will not be guaranteed Executive Leave for use during that year, but it may be

1 granted at the discretion of management.

2 C. Executive Leave will not be guaranteed to a probationary employee or to an  
3 employee whose most recent performance evaluation has an overall rating less than satisfactory, but  
4 may be granted at the discretion of management;

5 Bargaining unit employees shall also be eligible for up to 7 additional days of executive leave  
6 pursuant to Executive Policy PER 8-1-2. All other FLSA-exempt employees may be granted up to a  
7 maximum of ten (10) days annually executive leave pursuant to Executive Policy PER 8-1-2, when  
8 authorized by their immediate supervisor. Executive leave must be used in the payroll year it was  
9 granted and cannot be carried into the next payroll year or cashed-out.

10 **Section 9. Promotional Examinations.** Benefit eligible employees will be entitled to  
11 necessary time off with pay in order to take county qualifying or promotional examinations. This will  
12 include time required to complete any required interviews, scheduled during the employee's working  
13 hours. This does not include time required to complete questionnaires.

14 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

15 **Section 1. COLA.** The parties are signatories to the Memorandum of Agreement by and  
16 between King County and the King County Coalition of Labor Unions Addressing the 2011 Budget  
17 Crisis, therefore, the parties agree that wages will be increased by the percentage amounts shown  
18 below:

19 **2012 COLA**

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

24 **2013 COLA**

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



1            **2014 COLA**

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

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

13            **Section 2. Salary Schedule.** Step progression and placement will be on the even-numbered  
14 steps of the County's Ten Step Squared Pay Schedule. Career Service employees shall progress on  
15 January 1st of each year (provided they have completed their probationary period). Employees in the  
16 Planning Unit will progress annually to the next even-numbered step to Step 10. Employees in the  
17 Professional Unit will progress annually on even-numbered steps to Step 4 and after that on the basis  
18 of merit they will progress to the next even-numbered step to Step 10. All new employees shall be  
19 hired in at Step 2 or a higher even-numbered step at management's discretion. Term Limited  
20 Temporary employees may progress to the next even-numbered step on the employee's anniversary  
21 date at management's discretion. Employees will be paid at the ranges set out in Addendum A,  
22 Addendum B, and Addendum C.

23            **Section 3. Merit Pay.** Employees who are at the top step of their salary range will be eligible  
24 annually for a merit increase of either 2.5% or 5% above the top step, at the County's discretion.  
25 Employees are eligible for the merit increase who have achieved a performance rating of  
26 "outstanding" (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

27            An employee's performance rating and a decision to grant a merit increase is not subject to the  
28 grievance and arbitration provisions of Article 12, Dispute Resolution Procedures.

1           **Section 4. Probation.** The length of an employee’s probation shall be six (6) months.  
2 However, the County can extend an employee’s probation up to an additional six (6) months with  
3 notice to the Union. Consistent with the definition of “probationary employee” and “probationary  
4 period” contained in the King County Personnel Guidelines Section 11, during probation, an  
5 employee is “at will” during his/her probation and probationary terminations are not subject to the  
6 grievance and arbitration provisions of this Agreement. All new employees will progress to step four  
7 (4) at the successful completion of probation, unless the employee was hired at higher than Step 2, in  
8 which case progression is at the discretion of the Division Manager.

9           **Section 5. Reopener.** During the term of this Agreement, the parties may agree to enter into  
10 coalition negotiations covering multiple bargaining units regarding total compensation. The parties  
11 acknowledge that any results of those negotiations may apply to employees covered by this  
12 Agreement during its term.

13 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

14           **Section 1. Work Week.** For employees who are overtime eligible the standard work week  
15 shall consist of between thirty-five (35) to forty (40) hours within a seven (7) consecutive day period,  
16 exclusive of lunch periods. The parties agree the County will not require modification of an  
17 employee’s schedule to avoid overtime.

18           **Section 2. Alternative Work Schedules.** Alternative work schedules and telecommuting  
19 schedules may be established in accordance with Executive policy PER 18-1 (AEP), May 28, 1990,  
20 Re: Alternative Work Schedules, as amended. The County and the Union agree that alternative work  
21 schedules may be established that are mutually agreed upon. When a supervisor establishes a  
22 schedule change or determines how to respond to an employee request for an alternative work  
23 schedule, he/she must consider information provided about the employee’s child care and other  
24 family and transportation needs in making the decision.

25           **Section 3. Overtime.** Overtime eligible employees shall be compensated at the overtime rate  
26 for all hours worked in excess of forty (40) hours in one workweek, or work on a holiday. Overtime  
27 may be paid as compensatory time at the rate of time and one-half, if requested by the employee and  
28 approved by the supervisor, pursuant to County policy.

1           **Section 4. FLSA Exempt.** Employees exempt from the Federal Fair Labor Standards Act are  
2 covered under the King County Executive Leave Pay and Leave Practices for Executive  
3 Administration and Professional Employees policy (Executive Policy PER 8-1-2), as amended and  
4 are expected to work the hours necessary to perform their jobs. It is understood by the County and  
5 the Union that FLSA exempt employees will be treated in accordance with applicable wage and hour  
6 laws.

7 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

8           Health Benefits are negotiated and established by the Joint Labor Management Insurance  
9 Committee (JLMIC). The Union and the County agree to incorporate changes to employee insurance  
10 benefits as a result of the agreement of the Joint Labor Management Insurance Committee.

11 **ARTICLE 11: MISCELLANEOUS**

12           **Section 1. Mileage Reimbursement.** All employees who have been authorized to use their  
13 own transportation on County business shall be reimbursed at the rate established by County Council  
14 action.

15           **Section 2. Training Opportunities.** The County recognizes the benefit of training and will  
16 provide information and access to training opportunities for employees within budgeted  
17 appropriations. The County may provide employees release time to attend training programs that will  
18 be beneficial to their job performance.

19                   **A. Training Costs/Reimbursement.** An employee who takes individual classes or  
20 courses which management determines to be job-related may be eligible to receive reimbursement  
21 from the County for up to 100% of the class or course fees. If the County requires attendance at such  
22 training programs, the County will pay the expenses incurred. The decision to provide any  
23 reimbursement or initial course approval rests solely with the Division Manager. Training may  
24 include courses, conferences, workshops and other professional networking opportunities.

25                   **B. Tuition Reimbursement.** An employee may receive up to 50% tuition  
26 reimbursement for successful completion of continuing education classes. To be eligible for tuition  
27 reimbursement:

- 28                           1. The employee must have worked for the County for the previous twelve

1 (12) months.

2                               2. The employee must obtain prior approval from his/her supervisor and the  
3 Division Manager; if approved, the manager will indicate the amount of reimbursement for which the  
4 employee is eligible.

5                               3. In the opinion of the employee's supervisor and the Division manager, the  
6 course will increase the employee's competence, growth, effectiveness in his/her present position  
7 and/or prepare the employee for future promotional opportunities.

8                               4. The employee must receive a grade of "C" or better. When the course does  
9 not require a formal system of grading, an official record of satisfactory completion from the  
10 institution must be submitted.

11                              Tuition reimbursement is limited to tuition, laboratory fees and textbooks. All fees, expenses  
12 are paid by the employee. The decision to provide any reimbursement or initial course approval rests  
13 solely with the Division Manager.

14                              **Section 3. Bus Passes.** The Employer will provide all benefit eligible employees with bus  
15 passes at no cost in accordance with current practice and County ordinance.

16                              **Section 4. Technological Changes.** The effects of County implementation of new  
17 technologies that affect working conditions, wages, and hours of work will be negotiated with the  
18 Union.

19 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

20                              **Section 1. Grievance.** King County recognizes the importance and desirability of settling  
21 grievances promptly and fairly in the interest of continued good employee relations and morale and to  
22 this end the following procedure is outlined. To accomplish this, every effort will be made to settle  
23 grievances at the lowest possible level of supervision.

24                              A. Grievances may be heard on County time and no employee shall receive  
25 compensation beyond normal working hours while attending grievance meetings. Employees are not  
26 authorized to attend grievance preparation meetings on County time.

27                              B. Employees will be unimpeded and free from restraint, interference, coercion,  
28 discrimination or reprisal in seeking adjudication of their grievances.

1           **Section 2. Definition.** A grievance is an allegation by a party to this Agreement of a  
2 violation or misapplication of rights, benefits or conditions of employment as contained in this  
3 Agreement. Grievances of written and verbal reprimands cannot be submitted to Step 4 of this  
4 Grievance Procedure.

5           **Section 3. Grievance Procedure.**

6           **Step 1 - Supervisor.** A grievance shall be verbally presented by the aggrieved  
7 employee and his/her representative, if the employee wishes, within fifteen (15) working days of the  
8 date when the employee could reasonably be expected to know of the basis for a grievance, to the  
9 employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the  
10 matter and notify the employee within ten (10) working days. If a grievance is not presented in  
11 writing to the next level within ten (10) working days thereafter, it shall be presumed resolved.

12           **Step 2 - Division Manager.** If after thorough discussion with the supervisor, the  
13 grievance has not been satisfactorily resolved at Step 1, the employee and his/her representative shall  
14 reduce the grievance to writing and present it to the Division Manager/designee for investigation,  
15 discussion, and written reply. The grievance must: a) fully describe the facts as they are understood  
16 and how the employee was affected, b) set forth the Article(s) and Section(s) of the Agreement  
17 allegedly violated, and c) specify the remedy or solution being sought by the employee filing the  
18 grievance. The Division Manager/designee shall make his/her written decision available to the  
19 aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher  
20 level within the following ten (10) working days, it shall be presumed resolved.

21           **Step 3 - Labor Relations Director or designee.** If the decision of the Division  
22 Manager/designee has not resolved the grievance, the grievance along with supporting documentation  
23 may be presented to the Director of the Office of Labor Relations or designee for review. The  
24 Director or designee may request information in addition to that in the grievance file and will  
25 determine the scope and method of the review. The Director or designee shall render a decision  
26 within ten (10) working days of his/her receipt of the grievance file. If the grievance is not pursued to  
27 the next higher level within ten (10) working days, it shall be presumed resolved.

28           **Step 4 - Arbitration.** If the decision of the Director or designee does not resolve the

1 grievance, either party may request arbitration within twenty (20) working days of receipt of the Step  
2 3 decision. If Arbitration has been timely requested, the parties may, by mutual agreement, attempt to  
3 mediate the matter through an Alternative Dispute Resolution process, as described in Section 7 of  
4 this Article. County initiated grievances may be filed at this step. Should arbitration be necessary  
5 either after an attempt to mediate the dispute or directly after Step 3 of the grievance process, the  
6 County and the Union shall select a third disinterested party to serve as an arbitrator. In the event that  
7 the County and the Union are unable to agree upon an arbitrator, then the arbitrator shall be selected  
8 from a panel of five arbitrators furnished by the American Arbitration Association or the Federal  
9 Mediation and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be  
10 selected from the list by both the County representative and the Union, each alternately striking a  
11 name from the list until only one name remains. The party to strike first shall be determined by a coin  
12 toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render  
13 a decision promptly and the decision of the arbitrator shall be final and binding on both County and  
14 the Union. No matter may be arbitrated which the County, by law, has no authority over, has no  
15 authority to change, or has been delegated to any civil service commission or personnel board, as  
16 defined in RCW 41.56.

17 **Section 4. Authority of Arbitrator.** The arbitrator shall have no power to change, alter,  
18 detract from or add to the provisions of this Agreement, but shall have the power only to apply and  
19 interpret the provisions of this Agreement in reaching a decision.

20 **Section 5. Costs.** Each party to an arbitration proceeding shall bear their own costs, expenses  
21 and fees associated with the arbitration including attorney's fees regardless of outcome, except that  
22 the arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by  
23 both County and the Union.

24 **Section 6. Work Stoppage.** There shall be no strikes, cessation of work or lockout during  
25 such conferences or arbitration.

26 **Section 7. Optional Mediation.** If a grievance was not successfully resolved after Step 3 of  
27 the above grievance process, the County and the Union may agree to attempt to mediate the matter  
28 through an Alternative Dispute Resolution (ADR) process. The County and the Union agree to utilize

1 the County's ADR Office or other mutually acceptable mediator, and will attempt to conclude this  
2 process within twenty (20) working days of the decision to mediate.

3           A. If the matter is resolved, the grievance will be withdrawn.

4           B. If the matter is not resolved, the grievance may be moved to arbitration provided  
5 the moving party notifies the other within ten (10) work days of concluding the meditation process.

6           C. Discussions during the mediation process, including offers to settle the matter, will  
7 not be used as evidence or referred to if the grievance is moved to arbitration.

8           **Section 8. Unfair Labor Practice.** The County and the Union agree that thirty (30) days  
9 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in  
10 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing  
11 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
12 relief for the alleged Unfair Labor Practice.

13           **Section 9. Time Limits.** Time Limits set forth in this Article may be extended by mutual  
14 agreement.

15           **Section 10. Temporary Employees.** Probationary, provisional, and term-limited employees  
16 are employed at will and cannot use the procedures of this Article to grieve a job separation.

17 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

18           The County or the Union shall not unlawfully discriminate against any individual with respect  
19 to compensation, terms, conditions, or privileges of employment because of race, color, religion,  
20 national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical  
21 disability.

22 **ARTICLE 14: SAVINGS CLAUSE**

23           Should any part hereof or any provision herein contained be rendered or declared invalid by  
24 reason of any existing or subsequently enacted legislation or by any decrees of a court of competent  
25 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the  
26 remaining portions hereof, provided, however, upon such invalidation the County and the Union  
27 agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or  
28 provisions shall remain in full force and effect.

1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **Section 1. Penalty.** The County and the Union agree that the public interest requires efficient  
3 and uninterrupted performance of all County services and to this end pledge their best efforts to avoid  
4 or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or  
5 condone any work stoppage, including any strike, slowdown or refusal to perform any customarily  
6 assigned duties, sick leave absence which is not bona fide, or other interference with County  
7 functions by employees under this Agreement and should same occur, the Union agrees to take  
8 appropriate steps to end such interference. Any concerted action by any employee in the bargaining  
9 unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent  
10 without authorized leave shall be considered as an automatic resignation. Such a resignation may be  
11 rescinded by the division manager if the employee presents satisfactory reasons for his/her absence  
12 within three (3) calendar days of the date his automatic resignation became effective.

13       **Section 2. Union Responsibility.** Upon notification in writing by the County to the Union  
14 that any of its members are engaged in a work stoppage, the Union shall immediately, in writing,  
15 order such members to immediately cease engaging in such work stoppage and provide the County  
16 with a copy of such order. In addition, if requested by the County a responsible official of the Union  
17 shall publicly order such Union employees to cease engaging in such a work stoppage.

18       **Section 3. Consequences.** Any employee who commits any act prohibited in this section  
19 will be subject in accord with the County's Work Rules to the following action or penalties:

20           A. Discharge.

21           B. Suspension or other disciplinary action as may be applicable to such employee.

22 **ARTICLE 16: WAIVER AND COMPLETE AGREEMENT**

23       The County and the Union acknowledge that each has had the unlimited right within the law  
24 and the opportunity to make demands and proposals with respect to any matter deemed a proper  
25 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth  
26 in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each  
27 agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not  
28 specifically referred to or covered in this Agreement.



1 **ARTICLE 17: DISCIPLINE AND EMPLOYEE RIGHTS**

2 **Section 1. Just Cause.** No career service employee shall be disciplined except for just cause.

3 **Section 2. Off Duty Activities.** The off-duty activities of employees shall not be cause for  
4 disciplinary action unless said activities are detrimental to the employee's work performance or the  
5 program of the agency.

6 **Section 3. Progressive Discipline.** The parties agree that in their respective roles primary  
7 emphasis shall be placed on preventing situations requiring disciplinary actions through effective  
8 employee-management relations. The primary objective of discipline shall be to correct and  
9 rehabilitate, not to punish or penalize. Counseling and warnings (whether issued in writing or  
10 verbally) are not considered discipline and shall not be grievable.

11 **Section 4. Employee Files.** The employee and/or representative may examine the  
12 employee's personnel file(s) if the employee so authorizes in writing. Material placed into the  
13 employee's files(s) relating to job performance shall be brought to his or her attention. The employee  
14 shall have the right to insert documentation into the file(s) that responds to said material.  
15 Unauthorized persons shall not have access to employee files or other personal data relating to their  
16 employment except as required by law.

17 **ARTICLE 18: WORK OUTSIDE OF CLASSIFICATION AND RECLASSIFICATION**

18 **Section 1. Work Outside of Classification Defined.** It is understood by the County and the  
19 Union that an employee may be assigned in writing by the division manager or designee to perform  
20 the preponderance of duties of a higher classification or as a lead worker. The notice will state  
21 beginning and expected end date of the assignment. The County agrees that employees will not be  
22 required to perform a preponderance of the duties of a higher job classification except when assigned  
23 and compensated as provided in this Article.

24 For purposes of this Article, a lead worker is one who assigns, schedules, directs and checks  
25 work of others, who may be in the same classification.

26 **Section 2. Compensation.** An employee assigned to a higher classification shall be paid at  
27 the first step of the pay range assigned to the higher classification or the equivalent of two pay steps  
28 higher than the employee's current step, whichever is greater, for all time spent while so assigned.

1 Compensation for a lead worker will be a five per cent (5%) increase above the employee's current  
2 rate of pay, for all time spent while so assigned. An employee will continue to receive step increases  
3 according to the Salary Schedule. If the current rate of pay includes merit pay above Step 10 of the  
4 employee's current pay range, the compensation for work in a higher classification or lead will be  
5 based on the merit pay rate. At the conclusion of the assignment to a higher classification, the  
6 employee will be placed on the step of the pay range of the employee's regular classification that the  
7 employee would occupy if the employee had remained in the regular classification.

8 **Section 3. Classification.** The County shall furnish the Union with classification  
9 specifications for classifications in the bargaining unit. The County will provide the Union with  
10 notice of proposed revisions to said specifications, and will negotiate the effects of classification  
11 revisions if the Union requests.

12 **Section 4. Reclassification Request.** If there has been a gradual accretion or a significant  
13 change in an employee's duties and responsibilities over a period of twelve (12) months or longer, the  
14 employee or the division director may request a review of the classification by the Human Resources  
15 Director. No employee shall submit a reclassification request if it has been less than one (1) year  
16 since the date of a previous classification determination. An employee who is assigned and  
17 compensated to perform the duties of a position in a higher classification during a leave of absence of  
18 the regular incumbent in the position is not eligible to submit a request for a classification review.

19 Requests for reclassification must be submitted on the County's Position Description  
20 Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her  
21 supervisor for review and comment. The supervisor will review and comment within thirty (30)  
22 calendar days, and then forward the form to the division manager. The division manager shall have  
23 thirty (30) days to review and comment and forward the form to the Human Resources Division  
24 (HRD) of the Department of Executive Services.

25 If the supervisor or division manager has any disagreement with the information provided on  
26 the form by the employee, the supervisor or division manager will discuss this disagreement with the  
27 employee prior to forwarding the form to HRD.

28 **Section 5. Reclassification date.** If HRD determines that an employee should be

1 reclassified, the reclassification will be effective the date the PDQ was submitted to the employee's  
2 supervisor.

3 **Section 6. Classification Appeals.** If the employee or division manager disagrees with the  
4 determination of HRD, the employee or manager may request a review by the HRD Director or  
5 designee.

6 **Section 7. Classification Dispute Resolution.** If the Union disagrees with the classification  
7 decision of the HRD Director or designee, the Union may, within thirty (30) days of the date of the  
8 HRD Director/designee's decision, submit the matter to a mutually acceptable neutral third party. If  
9 the County and the Union are unable to agree on a neutral third party, an arbitrator will be selected as  
10 provided in Article 12, Section 3. The third party will determine whether the employee's position is  
11 appropriately classified, or if not, will determine the appropriate classification for the position within  
12 the existing classification system. The decision of the neutral will be binding on the parties.

13 **Section 8.** The County is considering changing the methodology for conducting classification  
14 reviews requested by an employee. It is agreed that any changes would be subject to bargaining to the  
15 extent required by law.

#### 16 **ARTICLE 19: LABOR MANAGEMENT COMMITTEE**

17 The County and the Union agree to establish a joint labor-management committee (LMC) for  
18 the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices,  
19 lawsuits and disciplinary matters are not subjects for discussion for the LMC. The County and the  
20 Union also understand that the LMC is not a substitute for bargaining and has no authority to amend  
21 the contract. Meetings will be held as needed and may be called by either party. The party requesting  
22 the meeting will be responsible for coordinating the meeting. The Union and County will co-chair  
23 the meeting and will determine the appropriate participants, not to exceed four (4) for either party.

#### 24 **ARTICLE 20. SENIORITY AND LAYOFF/RECALL**

25 **Section 1. Seniority.** Seniority shall be established for all employees as of the date of the  
26 signing of this Agreement, as listed in the attached Addendum D for the Planning Unit, Addendum E  
27 for the Professional Unit, and Addendum F for the C7B IT Unit. Seniority will accrue for all service  
28 time in a position covered by this Agreement.

1           A. Employees appointed to a position covered by this Agreement after the date of  
2 signing shall accrue seniority from the date of appointment.

3           B. An employee who leaves the bargaining unit for any reason (except termination for  
4 just cause) shall retain his/her layoff seniority in the bargaining unit covered by this contract for one  
5 year. If the absence is for educational purposes, seniority will be reinstated if the employee returns to  
6 the bargaining unit within two (2) years.

7           C. Employees from the PTE Local 17 Transit Professional and Technical Unit, will  
8 retain their seniority should they move into a position within the Planning Unit covered by this  
9 Agreement.

10          **Section 2. Notice to Union.** When the elimination of a position will result in an employee  
11 being laid off, the County will provide written notice to the Union and the affected employee at least  
12 ninety (90) calendar days prior to the effective date of the layoff.

13          **Section 3. Order of Layoff.** In the event of a reduction in force, layoffs shall be by position.  
14 The positions to be eliminated will be at the sole discretion of management.

15          **Section 4. Placement in Vacancy.** The County and Union will meet and jointly endeavor to  
16 find ways to minimize, or eliminate, the number of employees who must be laid off. The County will  
17 attempt to place an employee scheduled for layoff in an available vacant position within King County  
18 if she/he meets the minimum qualifications. If there is more than one available position which the  
19 employee is qualified, the County will consider the employee's preference for making the placement.  
20 The employee may decline placement into a different classification or division and elect to bump as  
21 described in Section 5.

22          **Section 5. Bumping.** A career service employee who is not placed as described under  
23 Section 4, may elect to bump an employee with the least seniority within the same classification  
24 series within his/her layoff group, provided she/he meets the minimum knowledge, skills and ability  
25 to do the job of the employee to be bumped. The employee must notify the designated County  
26 representative of his/her wish to exercise the bumping option within five (5) working days after  
27 receiving the layoff notice. The employee who wishes to bump must have more seniority than the  
28 employee to be bumped.

1 Layoff groups are: Community Relations, Public Affairs, Fleet Administration, Airport  
2 Division, Roads Services Division, C7B IT Unit, and DOT Director's Office. The order of bumping  
3 will be as follows:

4 A. The first option will be the least senior employee in the laid off employee's job  
5 classification, within the same layoff group. If the laid off employee does not meet the minimum  
6 knowledge, skills and abilities to perform the job assignments of the least senior, the employee may  
7 bump the next least senior in the job classification within the layoff group, provided the employee  
8 meets minimum knowledge, skills and abilities to perform the job assignments.

9 B. Bumping shall not result in a promotion.

10 C. If there is more than one employee who is being laid off at one time, the order of  
11 bumping starts with the most senior employee.

12 D. An employee may bump an employee in a lower classification within his/her same  
13 classification series within his/her layoff group if the employee meets the minimum knowledge, skills  
14 and ability to do the job, if there is no bumping option in the laid off employee's same job  
15 classification. In the event that the laid off employee does not meet the minimum knowledge, skills  
16 and abilities to perform the job assignments of the least senior, the employee may bump the next least  
17 senior provided the employee meets the minimum knowledge, skills and abilities.

18 E. If an employee is deemed qualified to bump into a position as provided in this  
19 Section, and does not exercise the option to bump, the employee will forgo the right to bump and will  
20 not be entitled to bump the next least senior employee instead.

21 **Section 6. Recall.** All bargaining unit employees who are laid off, whose hours of work are  
22 reduced involuntarily, or who accept a position with a lower pay range in lieu of layoff, shall be  
23 placed on a bargaining unit recall list for two years from the date of layoff. Recall to the job  
24 classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A  
25 laid off employee may be involuntarily removed from the recall list after the expiration of two years  
26 from the date of layoff, or if the employee does not accept re-employment within the bargaining unit  
27 in a similar position/job classification, except for bona fide reasons. Refusal to accept re-employment  
28 in a position with a lower salary range or with fewer working hours than the employee held at the

1 time of layoff shall not be cause for removal from the recall list.

2       When the County is filling a bargaining unit position and there are laid-off employees who  
3 have held such positions within the previous (5) five years, the position will be offered to such  
4 employees, provided the former bargaining unit member submits an application and demonstrates that  
5 he/she meets the current qualifications for the position to be filled. If there is more than one  
6 employee in such situation, the hiring authority will decide which employee will be offered the  
7 position.

8       **Section 7. Unsuccessful Placement.** When a laid-off employee applies for, or is referred to,  
9 a position and such employee is unsuccessful in obtaining the position, the employee will be provided  
10 with the rationale for non-selection, interview and test scores, and any other documentation used to  
11 make the determination.

12       **Section 8. Reinstatement.** An employee who is recalled from layoff within two years will  
13 have all unpaid sick leave balances; seniority and vacation leave accrual rates restored.

14       **Section 9. Outplacement.** The County will provide outplacement services for employees  
15 who have been notified of their impending layoff and who have not yet been placed into another  
16 comparable King County position as provided under Sections 4, 5, and 6 of this Article. Each  
17 affected employee will be allowed to access such outplacement services for a period of one (1) year  
18 following receipt of their notice of layoff, or until recalled, or to a maximum expenditure of \$2,500,  
19 whichever comes first.

## 20 **ARTICLE 21: UNION REPRESENTATION**

21       **Section 1. Union Representative Visits.** Authorized representatives of the Union may, after  
22 notifying the County official in charge, visit the work location of employees covered by this  
23 Agreement at any reasonable time for the purpose of investigating grievances, but shall not conduct  
24 Union business on County time.

25       **Section 2. Member Access.** Authorized representatives of the Union may have reasonable  
26 access to its members in County facilities for transmittal of information or representation purposes  
27 before work and during lunch breaks or other regular breaks as long as the work of the County  
28 employees and services to the public are unimpaired.

1           **Section 3. Stewards.** The Union shall have the right to appoint stewards within Sections and  
2 locations where its members are employed under the terms of this Agreement.

3           **Section 4. Employee Rights.** It shall be a violation of this Agreement to directly or  
4 indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees  
5 in the free exercise of their right to organize and designate representatives of their own choosing for  
6 the purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

7           **Section 5. Communications.** The County agrees to permit the Union to post on County  
8 bulletin boards the announcement of meetings, election of officers, and any other Union material,  
9 provided there is sufficient space. The employer agrees to permit the Union shop stewards and  
10 business representatives to post on County bulletin boards the announcement of meetings, election of  
11 officers, and any other Union material, providing there is sufficient space, beyond what is required by  
12 the County for "normal" business operations.

13 **ARTICLE 22: CONTRACTING OUT**

14           The County agrees not to contract out the work normally performed by members of the  
15 bargaining unit if the contracting out of such work eliminates or reduces the normal workload of the  
16 bargaining unit unless such elimination is de minimis. Prior to any contracting out, the County agrees  
17 to inform the Union of its intent and the Union shall have the opportunity to discuss whether the work  
18 to be contracted out could be completed within the bargaining unit as part of the normal workload.

19 **ARTICLE 23: LATERAL TRANSFER**

20           **Section 1.** Prior to the initiation of any competitive process to fill a vacant bargaining unit  
21 position, regular employees of the bargaining unit holding the same classification as that of the vacant  
22 position shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral  
23 transfers shall be accomplished pursuant to the following procedure:

24           A. Notification of the vacancy shall be provided to all regular bargaining unit  
25 employees whose classification is the same as that of the vacant position and thus eligible for lateral  
26 transfer considerations. Notification to bargaining unit employees will be via the Public Folder  
27 accessed through the King County e-mail system and posted on designated Local 17 bulletin boards.

28           B. Eligible regular employees expressing interest in a lateral transfer shall be

1 interviewed by the manager/designee.

2 C. If none of the interested eligible regular employees are selected for lateral transfer,  
3 the position will be filled through the County's hiring processes.

4 D. Interested eligible regular employees who are not selected through the lateral  
5 transfer process may apply for the position during the competitive examination process.

6 Section 2. Nothing in this Agreement restricts the manager/designee from transferring an  
7 employee to another work unit within the department to meet business needs.

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1 **ARTICLE 24: DURATION**

2 This Agreement shall become effective upon the conclusion of the approval process by King  
3 County Council and covers the period January 1, 2012 through December 31, 2014.

4 Contract negotiations for the period beginning January 1, 2015 may be initiated by either party  
5 providing to the other written notice of its intention to do so prior to that date. It is the goal of both  
6 County and the Union to conclude negotiations prior to expiration of this Agreement.

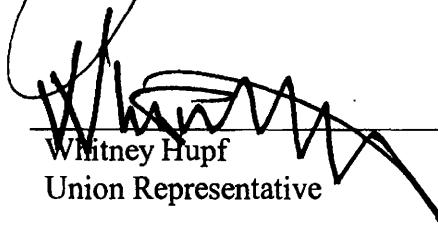
7  
8 APPROVED this 19 day of JULY, 2012.

9  
10 By:   
11  
12 King County Executive

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14  
15  
16 Professional And Technical Employees,  
17 Local 17:

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20 Joseph L. McGee  
21 Executive Director

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23  
24 Whitney Hupf  
25 Union Representative

1 cba Code: 046

Union Code(s): C7, C7A, C7B

2 **ADDENDUM A**

3 **PLANNING UNIT CLASSIFICATIONS AND PAY RANGES**

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Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range on Squared Salary Plan
2421100	241603	Transportation Planner I	53
2421200	241706	Transportation Planner II	58
2421300	241803	Transportation Planner III	63
2421400	241906	Transportation Planner IV	68
2501100	252106	Communications Specialist I	51
2501200	252212	Communications Specialist II	54
2501300	252310	Communications Specialist III	58
2501400	252407	Communications Specialist IV	64
2216100	225702	Grant Specialist	52
2216200	225802	Grant Analyst	56
2216300	225902	Grant Administrator	65
2217100	226002	Grant Supervisor	68
7222300	723604	Photographer - Lead	54

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2 **ADDENDUM B**

3 **PROFESSIONAL UNIT CLASSIFICATIONS AND PAY RANGES**

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Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range on Squared Salary Plan
2810000	281104	Administrative Staff Assistant	48
2810100	281211	Administrator I	50
2810200	281311	Administrator II	56
2810300	281411	Administrator III	63
2810400	281511	Administrator IV	68
2131100	214103	Business and Finance Officer I	53
2131200	214202	Business and Finance Officer II	58
2131300	214306	Business and Finance Officer III	62
2131400	214408	Business and Finance Officer IV	67
2441100	243105	Project/Program Manager I	53
2441200	243204	Project/Program Manager II	58
2441300	243308	Project/Program Manager III	63
2441400	243402	Project/Program Manager IV	68

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2 **ADDENDUM C**

3 **C7B IT UNIT CLASSIFICATIONS AND PAY RANGES**

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5 Job Class Code	6 PeopleSoft Job Code	7 Classification Title	8 Pay Range on Squared Salary Plan
7320200	734509	Applications Developer - Journey	60
7320300	734605	Applications Developer - Senior	65
7320400	734705	Applications Developer - Master	70
7321200	734711	Database Administrator - Journey	62
7321300	734910	Database Administrator - Senior	67
7321400	735010	Database Administrator - Master	72
7319200	734209	Database Specialist - Journey	55
7319300	734310	Database Specialist - Senior	60
7319400	734409	Database Specialist - Master	65
7322100	735109	GIS Specialist - Entry	55
7322200	735211	GIS Specialist - Journey	60
7322300	735310	GIS Specialist - Senior	65
7322400	735409	GIS Specialist - Master	70
7331100	736309	IT Project Manager I	67
7331200	736409	IT Project Manager II	72
7332100	736607	IT Supervisor I	72
7323100	735508	IT Systems Specialist - Entry	51
7323200	735610	IT Systems Specialist - Journey	56
7323300	735708	IT Systems Specialist - Senior	61
7323400	735808	IT Systems Specialist - Master	66
7311200	731711	LAN Administrator - Journey	56
7311300	731812	LAN Administrator - Senior	61
7311400	731911	LAN Administrator - Master	66
7313200	732708	Systems Engineer - Journey	62
7313300	732805	Systems Engineer - Senior	67
7313400	732905	Systems Architect	72
7316200	733908	Website Developer - Journey	58
7316300	734009	Website Developer - Senior	63
7316400	734108	Website Developer - Master	68

**ADDENDUM D**

**PLANNING UNIT SENIORITY AND LAYOFF GROUPS**

<b>Last</b>	<b>First</b>	<b>Seniority Date</b>	<b>Classification</b>
<b><u>Community Relations Layoff Group</u></b>			
Clemenger	Anna	12/12/2002	Communications Specialist III
DeForest	Ashley	4/12/2010	Communications Specialist III
Martin	DeAnna	2/1/2011	Communications Specialist III
Phillips	Jackie	1/1/2008	Communications Specialist III
Driggs	Sarah	6/11/2007	Communications Specialist IV
<b><u>Public Affairs Layoff Group</u></b>			
Reichmann	Matthew	9/25/2006	Communications Specialist III
Ogershok	Rochelle	2/24/1986	Communications Specialist IV
Thielke	Linda	5/26/1998	Communications Specialist IV
<b><u>DOT Directors Office Layoff Group</u></b>			
Sellhast	Charlene	7/12/2011	Administrator I
Nguyen	Dan-Thanh (Dawn-Thanh)	9/28/2010	Grants Analyst
Heffernan	Peter	2/8/1999	Grants Administrator
Morrison	David	2/16/1999	Grants Administrator
Porter	Debbie	1/22/1978	Grants Administrator
Ahrens	Ned	4/2/2008	Lead Photographer
Edwards	Wesley	5/12/2008	Transportation Planner II
Takamine	Paul	8/11/2001	Transportation Planner III
Marks	Sally	1/11/1992	Transportation Planner IV
<b><u>Roads Services Layoff Group</u></b>			
Oxholm	Susan	1/1/2009	Grants Administrator
Grimes	Aaron	4/1/1990	Transportation Planner III
Ishimaru	Jim	6/2/1986	Transportation Planner III
Shively	John	6/1/1987	Transportation Planner III
Gualtieri	David	6/16/1983	Transportation Planner IV
Mark	David	9/7/1978	Transportation Planner IV

**ADDENDUM E**

**PROFESSIONAL UNIT SENIORITY AND LAYOFF GROUPS**

<b>Last</b>	<b>First</b>	<b>Seniority Date</b>	<b>Classification</b>
<b><u>DOT Director's Office Layoff Group</u></b>			
Switaj	Rebecca	5/24/2010	PPM III
<b><u>Fleet Administration Layoff Group</u></b>			
Holley	Noel	3/2/2009	Administrator III
<b><u>Roads Services Layoff Group</u></b>			
Graham	Michelle	10/10/1994	Admin Staff Assistant
Van Horn	Maria	1/14/1980	Administrator III
Marquez	Ray	4/21/2003	BFO II
Truong	Yung	10/7/1991	BFO II
Walsh	Marc	9/22/2003	BFO II
Walsh	John	9/8/2008	BFO II
Lundquist	Jodi	8/24/2010	BFO II
Harris	Sue	1/29/2001	BFO III
Schantz	Barbara	11/1/2001	BFO III
Foote	Mark	4/2/1992	BFO IV
McKinley	Judith	10/21/2008	BFO IV
Bass	Mary	1/1/2001	PPM II
Franz	Yvette	3/1/2002	PPM II
McWilson	Glenn	5/30/2008	PPM II
Thomas-Clark	Julie	6/12/1989	PPM II
Barga	Lydia	8/1/1988	PPM III
Christianson	Margo	4/9/2001	PPM III
Donato	Florencia	3/1/1991	PPM III
Escudero	Lisa	11/16/2004	PPM III
Hartwell	David	1/29/1996	PPM III
Iwatani	Elvie	7/13/2005	PPM III
Lucash	Stephanie	4/1/2005	PPM III
Minichillo	Thomas	1/3/2006	PPM III
Sugui	Rey	2/2/1998	PPM III
Walsh	Sue	9/16/2004	PPM III
Ziegman	Sue	5/1/1988	PPM III
Blackburn	Bill	1/1/1990	PPM IV
Coltrane	Mary	9/9/1997	PPM IV
Harvey	Ruth	6/25/2001	PPM IV
<b><u>TLT's</u></b>			
Wade	Penny	1/1/2010	PPM III

**ADDENDUM F**  
**IT UNIT SENIORITY AND LAYOFF GROUPS**

<b>Last</b>	<b>First</b>	<b>Seniority Date</b>	<b>Classification</b>
<b>C7B IT Layoff Group</b>			
Baldrige	Joy	4/3/2002	Applications Developer Senior
Gulelat	Tefera W	3/11/1996	Applications Developer Senior
Lesh	Ben	5/2/2007	Applications Developer Senior
Malcolm	Robert R	7/1/1999	Applications Developer Senior
Odden	Pam	10/22/2007	Applications Developer Senior
Phan-Ba	Phi	10/1/2002	Applications Developer Senior
Self	Anita M	2/18/1986	Applications Developer Senior
Sohn	Lois B	7/1/1999	Applications Developer Senior
White	Ursula D	3/6/1996	Applications Developer Senior
Bingham	Stephen	9/6/2011	Applications Developer Senior
Chiang	Chuang-Chang	3/16/2011	Applications Developer Master
Trantina	Robert	6/9/2008	Applications Developer Master
Hastings	David	3/30/1987	Database Administrator Senior
Fu	Baiwei	9/10/2007	Database Administrator Senior
Moos	David	1/31/2007	Database Administrator Senior
Riley	Darrel W	2/2/1999	Database Administrator Senior
Schaible	Todd A	5/6/1991	Database Administrator Senior
Schneider	Dale J	6/25/1984	Database Administrator Senior
Owen	Lisa	8/10/1998	GIS Specialist Master
Kozleski	Matthew	8/25/2008	GIS Specialist Journey
Bui	Trang H	10/1/1992	GIS Specialist Senior
Goerlitz	Gunnar	11/10/1983	GIS Specialist Senior
Delahanty	Mary	4/20/1992	IT Systems Specialist Journey
Reynolds	Tedi C	8/26/1991	IT Systems Specialist Journey
Bryant	Dean	7/17/1989	IT Systems Specialist Senior
Stark	Steven	4/19/1996	IT Systems Specialist Senior
Plute	Daniel	5/15/2006	IT Systems Specialist Master
Abanes	Joel	3/21/2001	IT Systems Specialist Master
Plank	Jennifer	3/1/2005	LAN Administrator Journey
Assefa	Wubeshet	6/16/1997	LAN Administrator Journey
Coffing	Steven C	7/1/1998	LAN Administrator Journey
Frank	Rose A	5/5/1997	LAN Administrator Journey
McLean	David	3/1/1992	LAN Administrator Journey
Pennington	Cathy L	6/11/1999	LAN Administrator Journey
Strauss-Waller	Maida	11/20/1995	LAN Administrator Journey
Baker	Mindy	3/11/1996	LAN Administrator Senior

Last	First	Seniority Date	Classification
Kniss	Steve	9/13/2000	LAN Administrator Senior
Sampson	Angie	3/29/1990	LAN Administrator Senior
Truong	Hong	9/16/2003	LAN Administrator Senior
Heifner	Weylin	6/14/2002	LAN Administrator Senior
DeBerry	Bruce	1/29/1996	LAN Administrator Senior
Faris	Steve M	1/1/1997	LAN Administrator Senior
Paris	Jeffery	5/20/1998	LAN Administrator Senior
Ferland	Mike	4/16/1984	LAN Supervisor
Kamin	Marcia	2/9/1990	LAN Supervisor
Abraha	Paulos	4/4/1994	Systems Engineer Senior
Bendana	Harvey	2/1/2010	Systems Engineer Senior
Menghi	Mark A	6/13/1988	Systems Engineer Senior
Wilson	Tammie	5/18/1992	Systems Engineer Senior
<b>Roads Services Layoff Group</b>			
Ooka	Kathy	6/16/1980	Database Specialist Senior
Scanlon	Jodi	8/25/1998	Database Specialist Senior
Campeau	Rebecca	3/30/1998	GIS Specialist Journey
Bach	James	9/20/2010	GIS Specialist Journey
Gregg	Jeffrey	10/11/1999	GIS Specialist Senior
Castle	Lisa	8/10/1998	GIS Specialist Master
Davis	Tamara	11/11/1994	IT Project Manager II
Pope	Matt	8/9/1999	IT Project Manager II
Crippen	Mike	6/28/1993	IT Project Manager I
Clark	Harry	10/1/1990	IT Supervisor I
Kulish	Mike	4/16/1999	IT Supervisor I
Vitali	Stephanie	7/12/1990	Web Developer Senior





## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>Professional and Technical Employees, Local 17 (Professional and Technical - Department of Transportation)</b>
<b>Labor Negotiator</b>
<b>Jim Meith</b>

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Document Tracking System Routing Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA?</i></b>	<b>No</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. In general, the County and the Union have agreed to extend all terms and conditions of the current agreement for an additional three years, beginning January 1, 2012.
2. This agreement creates a new, third bargaining unit consisting of information technology employees formerly in the Professional Bargaining Unit covered by this collective bargaining agreement (CBA) as well as employees formerly covered by the Local 17 interest arbitration CBA in the Transit Division of DOT. Most of these employees have been organizationally transferred to the Department of King County Information Technology (KCIT). In addition to maintaining DOT internal information systems such as the Road Services Division's web site, these employees also have countywide responsibilities such as staffing the Information Technology Service Center
3. The parties have agreed to conduct negotiations to address the representational status of those employees who have been transferred to KCIT. These negotiations are already under way with the goal of consolidating all informational technology positions into one bargaining unit. This is consistent with the goal of contract consolidation included in the comprehensive labor policies set forth by the Council.
4.
5.
6.

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**TERM OF CONTRACT:** January 1, 2012, through December 31, 2014

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:**

In the Planning Bargaining Unit, employees are responsible for long-term planning and management of the road system. This group of employees also has responsibility for the Road Services Division's capital program, emergency planning and preparedness, and communications with the public regarding construction projects and emergency conditions. The Professional Bargaining Unit members include employees who are responsible for large capital budgets, grants, and expenditures.

The Information Technology Bargaining Unit maintains the Department of Transportation's internal information systems such as the Road Services Division's web site, as well as countywide responsibilities such as staffing the Information Technology Service Center.

**NEGOTIATOR:** Jim Meith

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Layoff of regular employees is based on seniority.
➤ <b>INTEREST-BASED BARGAINING:</b>	By mutual agreement, the parties employed an abbreviated version of conventional bargaining.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The agreement includes an Equal Employment Opportunity provision.
➤ <b>CONTRACTING OUT OF WORK:</b>	The agreement restricts contracting out of bargaining unit work, and provides for notice to the Union and an opportunity to discuss potential contracting out that might include bargaining unit work.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The agreement provides for a Labor-Management Committee.
➤ <b>MEDIATION:</b>	The agreement provides the option of mediation of a grievance, by mutual agreement of the parties.
➤ <b>CONTRACT CONSOLIDATION:</b>	The agreement covers three bargaining units and provides for negotiations to further consolidate bargaining units.

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>HEALTH BENEFITS COST SHARING:</b>	Health benefits are as negotiated by the Joint Labor Management Insurance Committee.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The parties reached agreement for the successor agreement in as timely manner as possible.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	Use of part-time and temporary employees is in accordance with County Code.

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	Employees covered by this agreement are paid on a biweekly schedule.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	Employees covered by this agreement are not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	The agreement includes an article on work stoppages and employer protection.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	In addition to vacation, sick leave, and holidays, the agreement provides leaves for bereavement, jury duty, military duty, organ donation, school volunteering, Executive Leave for employees not eligible for overtime, use of accrued leave in inclement weather, and release time for promotional examinations for County positions.
➤ <b>HOURS OF WORK:</b>	The majority of the career service bargaining unit members have a 40-hour work week, and part-time employees' compensation is based on a 40-hour week.
➤ <b>PERFORMANCE EVALUATIONS:</b>	Employees in the Professional Bargaining Unit progress through the pay ranges based on performance evaluations. The agreement is silent regarding performance evaluations for employees in the other units; however, they receive annual evaluations in accordance with County policy.

July 17, 2012

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to ratify the Professional and Technical Employees, Local 17 (Professional and Technical - Department of Transportation) collective bargaining agreement (CBA) for the period of January 1, 2012, through December 31, 2014.

This agreement covers approximately 120 employees in the Department of Transportation (DOT) as well as the Department of King County Information Technology (KCIT). The three bargaining units covered by the agreement include a variety of professional job classifications.

Employees working in DOT provide specialized and advanced skills in planning, technology, communications, and financial management to the County's transportation infrastructure. In the Planning Bargaining Unit, employees are responsible for long-term planning and management of the road system. This group of employees also has responsibility for the Road Services Division's capital program, emergency planning and preparedness, and communications with the public regarding construction projects and emergency conditions. The Professional Bargaining Unit members include employees who are responsible for large capital budgets, grants, and expenditures.

The newly formed Information Technology Bargaining Unit consists of employees formerly in the Professional Bargaining Unit covered by this CBA as well as employees transferred

from another Local 17 contract which covers professional and technical, interest arbitration eligible employees in the Transit Division of DOT. Most of the employees in this newly formed bargaining unit have been organizationally transferred to KCIT. During the term of this agreement the parties will open negotiations to address the transfer of the Information Technology Bargaining Unit into the Professional and Technical Employees, Local 17 (Information Technology) collective bargaining agreement. Until such time as an agreement is reached regarding that transfer, those employees will continue to be covered by this agreement. In addition to maintaining DOT internal information systems such as the Road Services Division's web site, these employees also have countywide responsibilities such as staffing the Information Technology Service Center.

In general, the County and the Union have agreed to extend all terms and conditions of the current agreement for an additional three years, beginning January 1, 2012. In addition to the new bargaining unit mentioned above, the changes consist only of revised dates, minor editorial changes, and updates to the seniority lists.

This agreement contains potential significant improvements in efficiency, accountability, and productivity for the County in that the parties have agreed to conduct negotiations to address the representational status of those employees who have been transferred to KCIT. These negotiations are already under way with the goal of consolidating all informational technology positions into one bargaining unit. This is consistent with the goal of contract consolidation included in the comprehensive labor policies set forth by the King County Council.

This CBA furthers the goals of the County's Strategic Plan by enabling the County to maintain a quality workforce.

The cost-of-living adjustments for 2012, 2013, and 2014 follow the standard County settlement agreed to with other labor organizations.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help King County residents by providing and supporting the delivery of services.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Michael Woywod, Chief of Staff

Patrick Hamacher, Senior Principal Legislative Analyst

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County  
Executive Office

Dwight Dively, Director, Office of Performance, Strategy and Budget

Patti Cole-Tindall, Director, Office of Labor Relations

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## FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement		
<b>Title:</b>	Professional and Technical Employees, Local 17 (Professional and Technical - Department of Transportation)		
<b>Effective Date:</b>	1/1/2012		
<b>Affected Agency and/or Agencies:</b>	DOT Roads, Directors Office, Fleet, KC IT		
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b>	205-8004
<b>Department Sign Off:</b>	Christine Chou, Chief Financial Officer, KCIT	<b>Phone:</b>	263-7845
<b>Department Sign Off:</b>	Jill Krecklow, Finance Manager, DOT Transit	<b>Phone:</b>	684-1019
<b>Department Sign Off:</b>	Deanne Radke, Assistant Division Director, DOT Fleet	<b>Phone:</b>	296-6569
<b>Department Sign Off:</b>	Greg Scharrer, Budget and Systems Manager, DOT Roads	<b>Phone:</b>	296-8746
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Shelley De Wys, Budget Analyst (Roads, DOT Directors Office)	<b>Phone:</b>	263-9718
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Tyler Running Deer, Budget Manager (Fleet)	<b>Phone:</b>	263-9723
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Karl Nygard, Budget Analyst (KCIT)	<b>Phone:</b>	263-9683

<b>EXPENDITURES FROM:</b>					
Fund Title	Fund Code	Department	2012*	2013	2014
Road Fund	1030	DOT	\$ 85,599	\$ 146,770	\$ 111,871
Equipment Rental	5570	DOT	\$ 1,765	\$ 3,027	\$ 2,307
KCIT	5531	KCIT	\$ 79,132	\$ 135,682	\$ 103,419
Transit	4641	DOT	\$ 26,076	\$ 44,710	\$ 34,079
<b>TOTAL: Increase FM previous year</b>			<b>\$ 192,572</b>	<b>\$ 330,189</b>	<b>\$ 251,676</b>
<b>TOTAL: Cumulative</b>			<b>\$ 192,572</b>	<b>\$ 522,761</b>	<b>\$ 774,437</b>

<b>EXPENDITURE BY CATEGORIES:</b>						
Expense Type	Fund Code	Department	2011 Base	2012*	2013	2014
Salaries			\$ 10,241,861	\$ 166,942	\$ 286,243	\$ 218,179
OT			\$ 33,219	\$ 541	\$ 928	\$ 708
PERS & FICA			\$ 1,539,207	\$ 25,089	\$ 43,018	\$ 32,789
<b>TOTAL</b>			<b>\$ 11,814,287</b>			
<b>TOTAL: Increase FM previous year</b>				<b>\$ 192,572</b>	<b>\$ 330,189</b>	<b>\$ 251,676</b>
<b>TOTAL: Cumulative</b>				<b>\$ 192,572</b>	<b>\$ 522,761</b>	<b>\$ 774,437</b>

**ASSUMPTIONS:**

**Assumptions used in estimating expenditure include:**

<b>1. Contract Period(s):</b>	1/1/2012 – 12/31/2014
<b>2. Wage Adjustments &amp; Effective Dates:</b>	
<b>COLA:</b>	90% CPI-W Seattle-Tacoma-Bremerton 1/1/2012 (1.63%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 (Assumed 2.75%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (Assumed 2.04%)
<b>Other:</b>	
<b>Retro/Lump Sum Payment:</b>	
<b>3. Other Wage-Related Factors:</b>	
<b>Step Increase Movement:</b>	
<b>PERS/FICA:</b>	Payroll taxes estimated to be 14.98%.
<b>Overtime:</b>	Based on 2011 Actual OT
<b>4. Other Cost Factors:</b>	
	* This bargaining unit is receiving the cost of living adjustment for 2012 as part of an agreement regarding Zero COLA for 2011.