



**King County**

**Metropolitan King County Council  
Transportation, Economy, and Environment Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	Other Business	<b>Name:</b>	Nick Wagner
<b>Proposed No.:</b>	2011-0354	<b>Date:</b>	Aug. 30, 2011
<b>Invited:</b>	Deborah Bellam, Labor Negotiator, King County Office of Labor Relations Jacob Metzger, Union Representative, Professional and Technical Employees, Local 17		

**SUBJECT**

A proposed ordinance approving a collective bargaining agreement between the County and the Professional and Technical Employees, Local 17.

**SUMMARY**

Proposed Ordinance 2011-0354 (pp. 5-6 of these materials) would approve a collective bargaining agreement ("CBA") between King County and the Professional and Technical Employees, Local 17. The CBA (pp. 7-31 of these materials) covers Section Managers in the Departments of Natural Resources and Parks ("DNRP"), Transportation ("DOT"), and Development and Environmental Services ("DDES") for the three-year period from 1 January 2011 through 31 December 2013.

**BACKGROUND**

The 21 employees in this bargaining unit manage employees who provide services in areas that include:

- Roads Division Maintenance
- Engineering Services
- Solid Waste
- Finance and Administration
- Water Resources
- Traffic Engineering
- Transportation Services
- Waste Reduction

The 12 job classifications included in the bargaining unit are listed in Addendum A to the CBA (p. 31 of these materials).

## **ANALYSIS**

Except as noted below, this is a three-year rollover of the previous collective bargaining agreement, which expired at the end of 2010.

### **A. New or Changed CBA provisions**

#### **1. COLA**

The CBA provides in Section 9.1 (p. 22 of these materials) and in the MOA that is Attachment 1 to the CBA (pp. 33-35 of these materials) for the following cost of living adjustments (COLAs):

<b>Year</b>	<b>Formula</b>	<b>COLA</b>
<b>2011</b>	None	Zero
<b>2012</b>	90% of CPI-W for Seattle-Tacoma-Bremerton	1.63% <sup>1</sup>
<b>2013</b>	95% of CPI-W for Seattle-Tacoma-Bremerton	1.88%

The COLAs for 2011-2013, including the zero COLA for 2011, are consistent with the COLA agreements that have been entered into by the vast majority of the County's represented employees. The projected fiscal impact of the COLAs is discussed later in this staff report.

Like the COLA agreements with other bargaining units, this CBA includes a COLA reopener provision that is triggered by "either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year." (MOA § 1, p. 34 of these materials)

#### **2. Compensation Study**

Section 9.4 of the CBA (p. 22 of these materials) provides for a compensation study to be conducted by the County's Human Resources Division concerning the Solid Waste Program Planning Manager classification and for the results to be discussed with the union.

#### **3. Reopener re. Transition to Common Biweekly Payroll System**

Section 3.3 of the CBA (p. 10 of these materials) acknowledges the County's right to implement "a common biweekly payroll system that will standardize pay

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<sup>1</sup> This is the actual COLA for 2012. The 2013 COLA is based on a projection.

practices and Fair Labor Standards Act work weeks” and provides that the CBA may be reopened to negotiate these standardized pay practices, to the extent required by law.

**B. Consistency with Labor Policies**

The proposed new CBA appears to be consistent with the County’s adopted labor policies.<sup>2</sup>

**C. Fiscal Impact**

There is one correction to the Fiscal Note (pp. 41-42 of these materials), now that the actual COLA for 2012 can be calculated. (The original Fiscal Note was necessarily based on a projection.) From a base cost of about \$3 million in 2010, the CBA would result in the following annual cost increases:

	<b>COLA Percent</b>	<b>COLA Amount</b>
<b>2011</b>	Zero	Zero
<b>2012</b>	1.63% (actual)	\$48,894
<b>2013</b>	1.88% (projected)	\$57,030

**LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 43 of these materials)

**ATTACHMENTS**

**Page**

1. Proposed Ordinance 2011-0354 .....	5
a. Att. A (Collective Bargaining Agreement) .....	7
b. Att. B (Addendum A: Wages).....	31
c. Att. C (Attachment 1: MOA re. COLAs) .....	33
2. Checklist and summary of changes.....	37
3. Contract summary .....	39
4. Fiscal Note .....	41
5. Transmittal letter .....	43

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<sup>2</sup> Completion of negotiations was delayed as a result of the countywide COLA negotiations in the fall of 2010; hence, final agreement was not reached until after expiration of the previous CBA.

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**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**August 29, 2011**

**Ordinance**

**Proposed No. 2011-0354.1**

**Sponsors Phillips**

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 (Section Managers) representing employees in the  
5                   departments of natural resources and parks, transportation,  
6                   and development and environmental services; and  
7                   establishing the effective date of said 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 (Section Managers)  
11                  representing employees in the departments of natural resources and parks, transportation,  
12                  and development and environmental services and attached hereto is hereby approved and  
13                  adopted by this reference made a part hereof.

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15 January 1, 2011, through and including December 31, 2013.

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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 Professional and Technical Employees Local 17 Section Managers and King County [066C0111], B. Addendum A Professional And Technical Employees Local 17 Section Managers - DNRP, DOT, DDES [066W0111.xls], C. Attachment 1 Memorandum of Agreement By and Between King County and International Federation of Professional & Technical Engineers, Local 17 Addressing The 2011 Budget Crisis [066C0111 Attach01 000U0310 COLA-2011 066 scsg.pdf]

1 AGREEMENT BETWEEN  
2 PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17  
3 SECTION MANAGERS  
4 AND  
5 KING COUNTY  
6

7 ARTICLE 1: PURPOSE AND DEFINITION..... 1  
8 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP ..... 1  
9 ARTICLE 3: RIGHTS OF MANAGEMENT AND WAIVER CLAUSE..... 2  
10 ARTICLE 4: HOLIDAYS ..... 4  
11 ARTICLE 5: VACATIONS ..... 5  
12 ARTICLE 6: SICK LEAVE ..... 7  
13 ARTICLE 7: PAID LEAVES..... 11  
14 ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE ..... 14  
15 ARTICLE 9: WAGE RATES..... 15  
16 ARTICLE 10: HOURS OF WORK ..... 15  
17 ARTICLE 11: CONFLICT RESOLUTION..... 16  
18 ARTICLE 12: REDUCTION IN FORCE ..... 18  
19 ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION..... 19  
20 ARTICLE 14: UNION REPRESENTATION AND EMPLOYEE RIGHTS..... 19  
21 ARTICLE 15: MISCELLANEOUS ..... 20  
22 ARTICLE 16: GENERAL PROVISIONS ..... 21  
23 ARTICLE 17: DURATION..... 22

24 ADDENDUM A: WAGES

25 ATTACHMENT 1: MEMORANDUM OF AGREEMENT ADDRESSING THE 2011  
26 BUDGET CRISIS  
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1 following the beginning of such employment, become and remain members in good standing or pay  
2 an agency fee to the Union in lieu of membership.

3       **2.2.1** An employee who can substantiate, in accordance with existing law, bona fide religious  
4 tenets or beliefs that prohibit the payment of dues or initiation fees to union organizations shall pay an  
5 amount of money equivalent to regular union dues and initiation fee to a non-religious charitable  
6 organization mutually agreed upon by the employee affected and the Union to which such employee  
7 would otherwise pay the dues and initiation fee. If the employee and the Union do not reach  
8 agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the  
9 charitable organization. The employee shall furnish written proof that such payment has been made.

10       **2.2.2** Failure by an employee to abide by the above provisions shall constitute cause for  
11 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the  
12 Union shall provide the employee and the County with thirty (30) days written notification of the  
13 Union's intent to initiate discharge action, and during this period the employee may make restitution  
14 in the amount which is overdue.

15       **2.3 Dues Deduction** - Upon receipt of written authorization individually signed by a  
16 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
17 of dues as certified by the secretary of the Union and shall transmit the same to its treasurer.

18       **2.4 Indemnification** - The Union will indemnify and hold the County harmless against any  
19 claims made and against any suit instituted against the County on account of any check-off of dues for  
20 the Union. The Union agrees to refund to the County any amounts paid to it in error on account of  
21 the check-off provision upon presentation of proper evidence thereof.

22       **2.5 Employee List** - The County will transmit to the Union, upon request, a current listing of  
23 all employees in the bargaining unit. Such list shall indicate the name of the employee, position, job  
24 classification, department and/or unit.

### 25 **ARTICLE 3: RIGHTS OF MANAGEMENT AND WAIVER CLAUSE**

26       **3.1 Rights of Management** - The management of the County and the direction of the work  
27 force is vested exclusively in the County, except as may be limited by the express written terms of  
28 this Agreement. All matters, including but not limited to, the right to hire, appoint, promote,

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

13       **3.2 Waiver Clause** - The parties acknowledge that each has had the unlimited right within  
14 the law and the opportunity to make demands and proposals with respect to any matter deemed a  
15 proper subject for collective bargaining. The results of this exercise of that right and opportunity are  
16 set forth in this Agreement. Therefore, unless otherwise mutually agreed, the County and the Union,  
17 for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain  
18 with respect to any subject or matter not specifically referred to or covered in this Agreement.

19       **3.3 Payroll Reopener Language** – The parties agree the County has the right to implement a  
20 common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act  
21 work weeks. The parties agree that applicable provisions of the collective bargaining agreement may  
22 be re-opened at any time during the life of this agreement by the County for the purpose of  
23 negotiating these standardized pay practices, to the extent required by law.

1 **ARTICLE 4: HOLIDAYS**

2 **4.1 Holidays** - Regular, probationary, provisional and term-limited temporary employees shall  
3 be granted the following holidays with no loss of pay:

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<b>HOLIDAYS</b>	
New Year's Day	January 1st
Martin Luther King, Jr., Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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18 and any special or limited holidays as declared by the President of the United States or the Governor  
19 of the State of Washington, and as approved by the Council.

20 **4.2 Day of Observance** - For holidays falling on a Saturday, the Friday before shall be  
21 observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as  
22 the holiday.

23 **4.3 Personal Holidays** - Personal holidays shall be administered through the vacation plan.  
24 One (1) day shall be available for use on the first of October and one (1) day on the first of November  
25 of each year. These days shall be used in the same manner as any vacation day earned.

1 **ARTICLE 5: VACATIONS**

2           **5.1 Accrual** - Regular, probationary, provisional and term-limited temporary employees shall  
3 be eligible for vacation leave benefits as described in this Article except in those instances expressly  
4 provided:

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<b>Full Years of Service</b>	<b>Equivalent/Pro- Rated Annual Leave in Days</b>
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

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25           **5.1.1** Employees shall accrue vacation leave from their date of hire in a leave eligible  
26 position.

27           **5.1.2** Employees who are eligible for vacation leave and who work less than a full-time  
28 schedule shall receive pro-rated leave to reflect his/her normally scheduled workweek.

1           **5.2 Payoff** - Employees shall not be eligible to take or be paid for vacation leave until they  
2 have successfully completed their first six (6) months of County service, and if they leave County  
3 employment prior to successfully completing their first six (6) months of County service, shall forfeit  
4 and not be paid for accrued vacation leave. Employees shall be paid for accrued vacation leave to  
5 their date of separation up to the maximum accrual amount if they have successfully completed their  
6 first six (6) months of County service. Payment shall be the accrued vacation leave multiplied by the  
7 employee's regular rate of pay in effect upon the date of leaving County employment less mandatory  
8 withholdings.

9           **5.3 Scheduling** - The manager/designee shall be responsible for establishing a vacation  
10 schedule in such a manner as to achieve the most efficient functioning of the division.

11           **5.4 Maximum Accrual** - Employees may accrue up to sixty (60) days vacation pro-rated to  
12 reflect their normally scheduled work-day. Employees shall use vacation leave beyond the maximum  
13 accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the  
14 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount  
15 unless the manager/designee has approved a carryover of such vacation leave because of cyclical  
16 workloads, work assignments or other reasons as may be in the best interests of the County.

17           **5.5 Use of Vacation** - Employees shall not use or be paid for vacation leave until it has  
18 accrued and such use or payment is consistent with the provisions of this Article.

19           **5.5.1** No employee shall work for compensation for the County in any capacity during the  
20 time that the employee is on vacation leave.

21           **5.6 Separation** - In cases of separation from County employment by death of an employee  
22 with accrued vacation leave and who has successfully completed his/her first six (6) months of  
23 County service, payment of unused vacation leave up to the maximum accrual amount shall be made  
24 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

25           **5.7 Reemployment** - If a regular employee resigns from County employment or is laid off  
26 and subsequently returns to County employment within two (2) years from such resignation or lay off,  
27 as applicable, the employee's prior County service shall be counted in determining the vacation leave  
28 accrual rate under Section 5.1.

1 **ARTICLE 6: SICK LEAVE**

2           6.1 Regular, probationary, provisional and term-limited temporary employees shall accrue  
3 sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime. The  
4 employee is not entitled to sick leave if not previously earned.

5           6.2 During the first six (6) months of service in a leave eligible position, employees may, at  
6 the manager's/designee's discretion, use any accrued days of vacation leave as an extension of sick  
7 leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation  
8 leave used for sick leave must be reimbursed to the County upon termination.

9           6.3 There shall be no limit to the hours of sick leave benefits accrued by an employee.

10           6.4 Separation from or termination of County employment except by reason of retirement or  
11 layoff, shall cancel all sick leave accrued to the employee as of the date of separation or termination.  
12 Should a regular or probationary (who has previously achieved career service status) employee resign  
13 or be laid off and return to County employment within two (2) years, accrued sick leave shall be  
14 restored.

15           6.5 Regular or probationary (who has previously achieved career service status) employees  
16 who have successfully completed at least five (5) years of County service and who retire as a result of  
17 length of service or who terminate by reason of death shall be paid, or their estates paid or as  
18 provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their  
19 unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of  
20 leaving County employment less mandatory withholdings.

21           **6.6 Leave Without Pay for Health Reasons:** An employee must use all of his/her sick  
22 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under  
23 the County's workers compensation program, then the employee has the option to augment or not  
24 augment time loss payments with the use of accrued sick leave.

25           **6.7 Leave Without Pay for Family Reasons:** For a leave for family reasons, the employee  
26 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
27 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty  
28 (80) hours of accrued sick leave.

1           **6.8 Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her  
2 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
3 by his/her manager/designee.

4           **6.9 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

5           **6.9.1** The employee's bona fide illness or incapacitating injury; provided, that:

6                   **6.9.1.1** An employee who suffers an occupational illness or is injured on the job may  
7 not simultaneously collect sick leave and worker's compensation payments in a total amount greater  
8 than the net regular pay of the employee; though an employee who chooses not to augment his/her  
9 worker's compensation time loss pay through the use of sick leave will be deemed on unpaid leave  
10 status;

11                   **6.9.1.2** An employee who chooses to augment workers compensation payments with  
12 the use of accrued sick leave will notify the workers compensation office in writing at the beginning  
13 of the leave;

14                   **6.9.1.3** An employee may not collect sick leave and worker's compensation time loss  
15 payments for physical incapacity due to any injury or occupational illness which is directly traceable  
16 to employment other than with the County.

17           **6.9.2** Exposure to contagious diseases and resulting quarantine.

18           **6.9.3** A female employee's temporary disability caused by or contributed to by pregnancy and  
19 childbirth.

20           **6.9.4** The employee's medical, ocular or dental appointments, provided that the employee's  
21 manager/designee has approved the scheduling of sick leave for such appointments.

22           **6.9.5** To care for the employee's eligible child if the child has an illness or health condition  
23 which requires treatment or supervision from the employee;

24           **6.9.6** To care for other family members, if:

25                   **6.9.6.1** The employee has been employed by the County for twelve (12) months or  
26 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)  
27 months.

28                   **6.9.6.2** The family member is the employee's spouse or domestic partner, the

1 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
2 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
3 employee, the employee's spouse or domestic partner; and,

4 **6.9.6.3** The reason for the leave is one of the following:

5 **6.9.6.3.1** The birth of a son or daughter and care of the newborn child, or  
6 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
7 within twelve (12) months of the birth, adoption or placement;

8 **6.9.6.3.2** The care of the employee's child or child of the employee's spouse  
9 or domestic partner whose illness or health condition requires treatment or supervision by the  
10 employee; or

11 **6.9.6.3.3** Care of a family member who suffers from a serious health  
12 condition.

13 **6.10 Unpaid Leave:** An employee who has been employed by the County for twelve (12)  
14 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding  
15 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her  
16 own serious health condition, and for family reasons as provided in Sections 6.10.5 and 6.10.6  
17 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive  
18 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is  
19 subject to the following conditions:

20 **6.10.1 Birth or Adoption:** When a leave is taken after the birth or placement of a child for  
21 adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
22 only if authorized by the employee's manager/designee.

23 **6.10.2 Reduced Schedules:** An employee make take leave intermittently or on a reduced  
24 schedule when medically necessary due to a serious health condition of the employee or family  
25 member of the employee; and

26 **6.10.3. Temporary Transfer:** If an employee requests intermittent leave or leave on a  
27 reduced leave schedule under Section 6.10.2 that is foreseeable based on planned medical treatment,  
28 the manager/designee may require the employee to transfer temporarily to an available alternative



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

3 **6.10.4 Concurrent Time:** Use of donated leave will run concurrently with the eighteen (18)  
4 workweek family medical leave entitlement.

5 **6.10.5 Insurance Premiums:** The County will continue its contribution toward health care  
6 during any unpaid leave taken under Section 6.10.

7 **6.10.6 Return to Work from Unpaid Leave:** An employee who returns from unpaid family  
8 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

9 **6.10.6.1** The same position he/she held when the leave commenced; or

10 **6.10.6.2** A position with equivalent status, benefits, pay and other terms and  
11 conditions of employment; and

12 **6.10.6.3** The same seniority accrued before the date on which the leave commenced.

13 **6.10.7 Failure to Return to Work:** Failure to return to work by the expiration date  
14 of the leave of absence may be cause for removal and result in termination of the employee from  
15 County service.

16 **6.11 Provider Certification:** The manager/designee and employee are responsible for the  
17 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
18 be reasonably required to substantiate the health condition of the employee or family member for  
19 leave requests.

20 **6.12 Definition of Child:** For purposes of this Article, a child means a biological, adopted or  
21 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,  
22 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of  
23 self care because of mental or physical disability.

24 **6.13 Voluntary Employee Beneficiary Association Plan:** In lieu of the remuneration for  
25 unused sick leave at retirement, the director of the human resources division, or the director's  
26 designee, may, with equivalent funds, provide eligible employees with a voluntary employee  
27 beneficiary association plan that provides for reimbursement of retiree and other qualifying medical  
28 expenses.

1           **6.13.1** The director shall adopt procedures for the implementation of all voluntary employee  
2 beneficiary association plans. At a minimum, the procedures shall provide that:

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

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

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

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

18 **ARTICLE 7: PAID LEAVES**

19           **7.1 Donation of Leaves**

20           **7.1.1 Vacation leave hours**

21                   **A. Approval Required** - An employee eligible for paid leave may donate a portion of  
22 his/her accrued vacation leave to another employee eligible for leave benefits. Such donation will  
23 occur upon written request to and approval of the donating and receiving employee's department  
24 director(s), except that requests for vacation donation made for the purposes of supplementing the  
25 sick leave benefits of the receiving employee will not be denied unless approval would result in a  
26 departmental hardship for the receiving department.

27                   **B. Limitations** - The number of hours donated will not exceed the donor's accrued  
28 vacation credit as of the date of the request. No donation of vacation hours will be permitted where

1 it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

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

7 **7.1.2 Sick leave hours.**

8 **A. Written Notice Required** - An employee eligible for paid leave may donate a  
9 portion of his/her accrued sick leave to another employee eligible for leave benefits upon written  
10 notice to the donating and receiving employee's department director(s).

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

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

21 **7.1.3 No Solicitation** - All donations of vacation and sick leave made under this Article are  
22 strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any  
23 other compensation or benefits in exchange for donating vacation or sick leave hours.

24 **7.1.4 Conversion Rate** - All vacation and sick leave hours donated will be converted to a  
25 dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value  
26 will then be divided by the receiving employee's hourly rate to determine the actual number of hours  
27 received. Unused donated vacation and sick leave will be reconverted based on the donor's straight  
28 time hourly rate at the time of reversion.

1           **7.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for paid  
2 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but  
3 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days  
4 paid leave provided;

5           **7.2.1 Notification** - The employee gives the manager/designee reasonable advance notice of  
6 the need to take time off from work for the donation of bone marrow, a kidney, or other organs or  
7 tissue where there is a reasonable expectation that the employee's failure to donate may result in  
8 serious illness, injury, pain or the eventual death of the identified recipient.

9           **7.2.2 Provider Certification** - The employee provides written proof from an accredited  
10 medical institution, organization or individual as to the need for the employee to donate bone marrow,  
11 a kidney, or other organs or tissue or to participate in any other medical procedure where the  
12 participation of the donor is unique or critical to a successful outcome.

13           **7.2.3 Time off Subject to Agreement** - Time off from work for the purpose set out above in  
14 excess of five (5) working days will be subject to the terms of this Agreement.

### 15           **7.3 Bereavement Leave**

16           **7.3.1** An employee eligible for paid leave will be entitled to three (3) working days of  
17 bereavement leave a year, per occurrence, due to death of a member of his/her immediate family.

18           **7.3.2 Use of Sick Leave in Lieu of Bereavement Leave** - An employee eligible for leave  
19 who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of three  
20 (3) working days for each instance when death occurs to a member of the employee's immediate  
21 family.

22           **7.3.3** In the application of any of the foregoing provisions, when a holiday or regular day off  
23 falls within the prescribed period of absence, it will not be charged against the employee's sick leave  
24 account nor bereavement leave credit.

25           **7.3.4 Family Defined** - Immediate family means, as used in this Article: spouse, domestic  
26 partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the employee,  
27 employee's spouse or employee's domestic partner.

28           **7.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up

1 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
2 school attended by the employee's child; provided, an employee requesting to use sick leave for this  
3 purpose will submit such request in writing specifying the name of the school and the nature of the  
4 volunteer services to be performed.

5 **7.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be entitled  
6 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of  
7 mileage, with the Finance & Business Operations Division of the Department of Executive Services.  
8 The employee will report back to their manager/designee when dismissed from jury service.

9 **7.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
10 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
11 This will include time required to complete any required interviews.

12 **7.7 Military Leave** - A leave of absence for active military duty or active military training duty  
13 will be granted to eligible employees in accordance with applicable provisions of state and/or federal  
14 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the  
15 employee and accompanied by a validated copy of military orders ordering such active duty or active  
16 training duty.

17 **ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE**

18 **8.1** The County presently participates in group medical, dental and life insurance programs.  
19 The County agrees to maintain the level of benefits as currently provided by these plans and pay  
20 premiums as currently practiced, during the life of this Agreement unless modified by the Joint  
21 Labor/Management Insurance Committee.

22 **8.2** The County agrees to continue the Joint Labor-Management Insurance Committee  
23 comprised of representatives from the County and its labor unions. The function of the Committee  
24 shall be to review, study and make recommendations relative to existing medical, dental and life  
25 insurance programs.

26 **8.3** The Union and County agree to incorporate changes to employee insurance benefits  
27 which the County may implement as a result of the agreement of the Joint Labor-Management  
28 Insurance Committee referenced in Section 8.2 above.

1 **ARTICLE 9: WAGE RATES**

2 9.1 COLA - Effective January 1, 2011, through expiration of this collective bargaining  
3 agreement, COLA shall be pursuant to the attached Union Coalition Memorandum of Understanding.

4 9.2 Step Movement/Merit - Employees covered by this Agreement shall be subject to the  
5 County's ten step plan (truncated) and merit system as provided under KCC 3.15.020, as amended.

6 9.3 Professional Registration – To encourage and support professional development and to  
7 provide for the employment of qualified personnel in appropriate classifications, the County will  
8 provide compensation for professional licenses and certifications according to the following formula:

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

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

20 9.4 King County will evaluate the wage rate currently assigned to the Solid Waste Program  
21 Planning Manager classification (class code #1072300) and will discuss the results of the evaluation  
22 with the Union.

23 **ARTICLE 10: HOURS OF WORK**

24 10.1 Schedules - The establishment of work schedules is vested solely within the purview of  
25 the County and may be changed from time to time. It is the policy of the County to actively promote  
26 alternative and flexible work schedules.

27 10.2 FLSA - Employees covered by this bargaining unit are employed in a bona fide  
28 executive, administrative or professional capacity and are in turn exempt from overtime payments

1 under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered under the  
2 King County Executive Leave Pay and Leave Practices for Executive Administration and  
3 Professional Employees policy (Executive Policy PER 8-1-2) and modifications thereto, and are  
4 expected to work the hours necessary to satisfactorily perform their jobs.

5 **10.2.1** Regular employees will receive at least three (3) days of Executive Leave during the  
6 calendar year provided the employee is in an eligible position on January 1.

7 **ARTICLE 11: CONFLICT RESOLUTION**

8 **11.1** The Union and the County recognize the importance of settling issues in a fair and  
9 responsible manner at the lowest possible level of supervision and to use conflict resolution methods  
10 whenever possible.

11 **11.2 Grievance Definition** - An issue raised by an employee regarding the interpretation  
12 and/or application of the express written terms of this Agreement. A grievance, to be timely, must be  
13 presented in writing to the employee's supervisor within ten (10) workdays of the occurrence or the  
14 employee's knowledge of the event. The grievance must contain a description of the event, when the  
15 event took place and/or when the employee had knowledge of the event, the Articles allegedly  
16 violated, and the remedy sought.

17 **11.3 Grievance Steps**

18 **11.3.1 Division Manager** - The Manager shall have fifteen (15) workdays from the receipt of  
19 the grievance to address the issue with the employee. The supervisor shall respond to the grievance  
20 in writing within fifteen (15) workdays following the meeting with the employee. If the grievance is  
21 not resolved, it may be referred in writing within ten (10) workdays following the date of the  
22 Manager's written response to the Director of the Office of Labor Relations (OLR)/designee. If the  
23 grievance is not pursued to the Director of OLR/designee within the ten (10) workdays, it shall be  
24 presumed resolved.

25 **11.3.2 Director of OLR** - The director/designee will have thirty (30) workdays from receipt  
26 of the grievance to address the issue with the employee. The director/designee shall respond to the  
27 grievance in writing within fifteen (15) workdays following the meeting with the employee. If the  
28 grievance is not resolved, it may be referred in writing within ten (10) workdays following the date

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

3 **11.3.3 Mediation/Arbitration** - Mediation shall be the last step for grievances that are not  
4 timely. The Director of OLR/designee and the Union shall select a third disinterested party to serve  
5 as the mediator/arbitrator. In the event they are unable to agree, then the mediator/arbitrator shall be  
6 selected from a list of at least seven (7) names furnished by the Federal Mediation and Conciliation  
7 Service (FMCS) or American Arbitration Association (AAA), whichever source is mutually  
8 acceptable. The mediator/arbitrator shall be selected from the list by each party alternately striking a  
9 name from the list until one name remains. The Union shall have the first strike from the list and the  
10 parties will rotate the first strike for each grievance. The mediation process will proceed with the  
11 parties making a good faith attempt to reconcile their differences. A mediated grievance, if timely,  
12 will move to the arbitration phase only after the mediator and one of the two parties to the dispute  
13 declare impasse. A formal arbitration hearing on timely grievances can be held at the request of  
14 either party without going through the mediation process. The mediator cannot serve as the arbitrator.

15 **11.4** The arbitrator shall have no power to change, alter, detract from, or add to the provisions  
16 of this Agreement, but shall have the power only to apply and interpret the provisions of this written  
17 Agreement in reaching a decision on the issue.

18 **11.5** No matter may be arbitrated which the County, by law, has no authority over or has no  
19 authority to change.

20 **11.6** There shall be no strikes, cessation of work or lockout during mediation or arbitration.

21 **11.7** Each party to a mediation/arbitration proceeding shall bear the full costs of its  
22 representatives, including legal representatives, and witnesses regardless of the outcome of the  
23 mediation or arbitration. The mediator's/arbitrator's fees and expenses and any court reporter's fee  
24 and expenses agreed to by the Union and the County shall be borne equally by both parties.

25 **11.8 Exclusive Procedure** - Selection of this conflict resolution procedure for the resolution  
26 of a grievance shall preclude the use of any other procedure in resolving the matter at issue.

27 **11.9 Time Limits** - Time limits may be extended by written consent of the parties.

28 **11.10 Unfair Labor Practice (ULP)** -The parties agree that thirty (30) days prior to filing a



1 ULP complaint with the PERC, the complaining party will notify the other party, in writing, meet,  
2 and make a good faith attempt to resolve the issue unless the deadline for filing with PERC would  
3 otherwise pass.

4 **11.11 Temporaries** - Probationary, provisional, temporary and term-limited temporary  
5 employees are employed at will and can not use the procedures of this Article to grieve or otherwise  
6 appeal a job separation action of any kind.

7 **ARTICLE 12: REDUCTION IN FORCE**

8 **12.1 Order of layoff** - In the event of a reduction in force due to lack of work, lack of funds  
9 or considerations of efficiency, layoffs shall be by position. The positions to be laid-off shall be at the  
10 sole discretion of management. In lieu of laying off a regular employee, the Director of the HRD may  
11 reassign such employee to a comparable, vacant position, when the Director of HRD determines such  
12 reassignment to be in the best interest of the County.

13 **12.1.1** The County will attempt to place a regular employee subject to layoff in accordance  
14 with the County's Workforce Management Program, as amended.

15 **12.2 Recall** - A regular employee who is laid off will have recall rights to his/her previous  
16 position for two years from the date of layoff. An employee retains his/her recall rights even if he/she  
17 accepts another position with the County. An employee who is laid off shall forfeit his/her recall  
18 rights if he/she refuses a recall.

19 **12.2.1 Notice of Recall** - An employee will have ten (10) days from the date the notice of  
20 recall is sent by certified mail in which to notify the County of whether he/she will accept the  
21 position. The County will consider the employee's failure to notify the County within ten (10) days  
22 as a refusal; however, if the County determines that there are warranting circumstances, it may accept  
23 a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep  
24 the County informed of his/her current address.

25 **12.2.2 Reinstatement** - An employee recalled within two (2) years from the time of layoff  
26 will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff,  
27 and vacation leave accrual rate restored.

1 **ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION**

2 13.1 It is understood by the parties that an employee may be assigned in writing to perform  
3 the preponderance of the duties of a higher classification by the division manager/designee.

4 13.2 An employee assigned in writing by his/her division manager/designee to a higher  
5 classification will be paid at the first step of the range assigned to the higher classification or at a step  
6 that most closely approximates five percent (5%) above the employee's salary prior to the  
7 assignment, whichever is higher.

8 13.3 The County may assign an employee to perform the work of a higher classification for  
9 up to a full workweek without additional compensation. If the employee is assigned to perform the  
10 work of the higher classification for a full workweek or more the employee will be paid for all time  
11 performing the work of the higher classification in accordance with Section 13.2.

12 13.4 If the employee is required to work out-of-class for more than sixty (60) days, the Union  
13 may request a meeting for the sole purpose of clarifying why the employee is still working out-of-  
14 class.

15 **ARTICLE 14: UNION REPRESENTATION AND EMPLOYEE RIGHTS**

16 **14.1 Union Representation**

17 14.1.1 Authorized representatives of the Union may, after notifying the County official in  
18 charge, visit the work location of employees covered by this Agreement at any reasonable time for the  
19 purpose of member representation.

20 14.1.2 The Executive Director and/or Union Representative shall have the right to appoint  
21 stewards. The Union shall provide the County with the names of stewards so appointed. The steward  
22 will be allowed reasonable time during working hours to see that the provisions of the Agreements  
23 are observed.

24 14.1.3 Written policies, rules, or directives affecting the terms and conditions of this  
25 Agreement shall be provided to the Union upon request.

26 **14.2 Employee Rights**

27 14.2.1 The County may reprimand, suspend, demote or discharge a regular employee for just  
28 cause.

1           **14.2.2** If at any level the County determines to bring disciplinary action against an employee  
2 for any reason, the employee shall be apprised of his/her rights of appeal and representation as  
3 provided for in the Conflict Resolution procedures under Article 11 of this Agreement.

4           **14.2.3** Members of the bargaining unit are entitled to meal compensation pursuant to King  
5 County Code 3.24.080.

6 **ARTICLE 15: MISCELLANEOUS**

7           **15.1 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state  
8 and county regulations and ordinances with regard to the drug free workplace.

9           **15.2 Training** - The County recognizes the mutual benefit to be attained by affording training  
10 opportunities to employees and shall provide information and access to training opportunities for its  
11 employees, within budgeted appropriations. The training opportunities shall be guided by, but not  
12 limited to the overall objectives of encouraging and motivating employees to improve their personal  
13 capabilities in performance of specific tasks.

14           **15.3 Equal Employment Opportunity** - The County or the Union shall not unlawfully  
15 discriminate in employment on the basis of race, color, religion, national origin, age, creed, marital  
16 status, sex, sexual orientation or on the presence of a sensory, mental or physical disability.

17           **15.4 Bulletin Boards** - The County agrees to permit the Union to post on County bulletin  
18 boards announcement of meetings, election of officers, and any other Union material, providing there  
19 is sufficient space, beyond what is required by the County for "normal" operations.

20           **15.5 Biweekly Payroll and Accountable Business Transformation Program (ABT)** – If  
21 during the life of this Agreement the Council or Executive adopts a biweekly payroll plan, the parties  
22 agree to adopt the plan, consistent with Article 3.3 (Payroll Reopener Language).

23           **15.6. Employee Safety During Work Stoppages** - No member of this bargaining unit shall  
24 be required to cross a legal picket line sanctioned by the King County Labor Council (this section  
25 does not apply to informational pickets). This section shall not apply in situations that pose an  
26 imminent threat to structures or human health and/or safety. An employee encountering a picket line  
27 during the course of her/his duties shall contact her/his supervisor for work instructions.

1 **ARTICLE 16: GENERAL PROVISIONS**

2           **16.1 Savings Clause** - Should any part hereof or any provision herein contained be rendered  
3 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by  
4 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this  
5 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such  
6 invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining  
7 parts or provisions shall remain in full force and effect.

8           **16.1.1** The County and the Union and the employees covered by this Agreement are governed  
9 by applicable county ordinances, and said ordinances are paramount except where they conflict with a  
10 provision of this Agreement.

11           **16.2 Work Stoppages and Employer Protection** - The County and the Union agree that the  
12 public interest requires efficient and uninterrupted performance of all county services and to this end  
13 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the  
14 Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to  
15 perform any customarily assigned duties, sick leave absence which is not bona fide, or other  
16 interference with county functions by employees under this Agreement, and should same occur, the  
17 Union agrees to take appropriate steps to end such interference. Any concerted action by any  
18 employees in the Union shall be deemed a work stoppage if any of the above activities have occurred.

19           **16.2.1** Any employee participation in such work stoppage or in other ways committing an act  
20 prohibited in this Article shall be considered absent without authorized leave and shall be considered  
21 to have resigned.

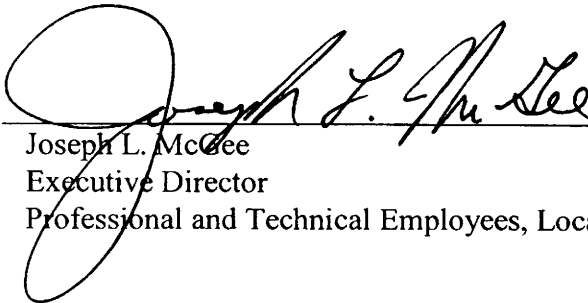
1 ARTICLE 17: DURATION

2 17.1 This Agreement shall become effective January 1, 2011, upon full and final ratification  
3 and approval by all formal requisite means by the Council and shall be effective through  
4 December 31, 2013.

5 17.2 Contract negotiations for the succeeding contract may be initiated by either party  
6 providing to the other written notice of its intention to do so prior to August 1, 2013.

7  
8  
9 APPROVED this 10 day of AUGUST, 2011.

10  
11  
12  
13 By:   
14 King County Executive

15  
16  
17  
18  5/19/11  
19 Joseph L. McGee Date  
20 Executive Director  
21 Professional and Technical Employees, Local 17

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

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

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

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**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS,  
LOCAL 17  
ADDRESSING THE 2011 BUDGET CRISIS**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by International Federation of Professional & Technical Engineers, Local 17 - Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services

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

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and International Federation of Professional & Technical Engineers, Local 17 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

**A. 2012 COLA**

## ATTACHMENT 1

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

### **B. 2013 COLA**

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

### **C. 2014 COLA**

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

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

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

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

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

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if

ATTACHMENT 1

more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

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

Jacob Metzger

11/4/10  
Date

For King County:

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

11-5-10  
Date

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

<b>Name of Agreement</b>
<b>Professional and Technical Employees, Local 17 (Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services)</b>
<b>Labor Negotiator</b>
<b>Deborah Bellam</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. Wages – covered by Memorandum of Agreement Addressing the 2011 Budget Crisis (dictating no COLA for 2011 and terms of COLA for subsequent years). No wage increases are included in this collective bargaining agreement.
2. Provides for a compensation study (conducted by the King County Human Resources Division) for the Solid Waste Program Manager classification.
3. Provides language that allows for implementation and/or bargaining of King County's Accountable Business Transformation Program as may be required.
4.
5.
6.

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**CONTRACT SUMMARY**

**CONTRACT:** Professional and Technical Employees, Local 17 (Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services)

**TERM OF CONTRACT:** January 1, 2011, through December 31, 2013

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** This agreement covers Section Managers in three King County departments. These employees manage employees who provide services in areas including Roads Division Maintenance, Engineering Services, Solid Waste, Finance and Administration, Water Resources, Traffic Engineering, Transportation Services and Waste Reduction.

**NEGOTIATOR:** Deborah Bellam

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	The agreement provides for reduction of positions at the discretion of management.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties used an interest-based approach in their discussions.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The agreement includes a prohibition against discrimination.
➤ <b>CONTRACTING OUT OF WORK:</b>	The agreement includes restrictions in the contracting out of work.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The agreement provides for a labor/management committee.
➤ <b>MEDIATION:</b>	The agreement provides a mediation option to the parties.
➤ <b>CONTRACT CONSOLIDATION:</b>	The agreement covers managers from three different departments.
➤ <b>HEALTH BENEFITS COST SHARING:</b>	This bargaining unit is covered by agreement reached in the Joint Labor Management Insurance Committee.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	Resources were efficiently used in bargaining this agreement.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The agreement does not limit the hiring of temporary or part-time employees.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** Professional and Technical Employees, Local 17 (Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services)

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	The agreement provides for biweekly pay as well as language addressing the changes necessitated by the Accountable Business Transformation Program.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	These employees are not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	The agreement includes a strike prohibition.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	The agreement includes the standard King County leave provisions.
➤ <b>HOURS OF WORK:</b>	The managers covered by this agreement are FLSA overtime exempt.
➤ <b>PERFORMANCE EVALUATIONS:</b>	The agreement does not place restrictions on the implementation of performance evaluations.





## FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement		
<b>Title:</b>	International Federation of Professional & Technical Engineers, Local 17 (Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services)		
<b>Effective Date:</b>	1/1/2011 -12/31/2013		
<b>Affected Agency and/or Agencies:</b>	DNRP, DOT, DDES		
<b>Note Prepared by:</b>	Matthew McCoy, Labor Analyst, OLR	<b>Phone:</b> 205-8004	
<b>Department Sign Off:</b>	Ann Berrysmith, Finance and Administration Services Manager, Solid Waste Division	<b>Phone:</b> 296-4457	
<b>Department Sign Off:</b>	Greg Scharrer, Budget and Systems Manager, Road Services Division, DOT	<b>Phone:</b> 296-8746	
<b>Department Sign Off:</b>	Kathy Graves, HR Manager, DDES	<b>Phone:</b> 296-6725	
<b>Department Sign Off:</b>	Steve Oien, Finance and Administration Services Manager, Finance and Administration, WLRD, DNRP	<b>Phone:</b> 296-8339	
<b>Note Reviewed by: Supplemental Required?</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Shelley De Wys, Budget Analyst		<b>Phone:</b> 263-9718
<b>Note Reviewed by: Supplemental Required?</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Jennifer Lehman, Budget Analyst		<b>Phone:</b> 263-9705
<b>Note Reviewed by: Supplemental Required?</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Katherine Cortes, Budget Analyst (DDES)		<b>Phone:</b> 263-9733

<b>EXPENDITURES FROM:</b>					
Fund Title	ARMS	Fund	2011	2012	2013
DDES	325	1340	\$ 0	\$ 1,370	\$ 2,304
Solid Waste	720	4040	\$ 0	\$ 8,857	\$ 14,902
Roads	730	1030	\$ 0	\$ 18,925	\$ 31,842
Local SWM Services Fund	845	1211	\$ 0	\$ 3,195	\$ 5,375
WLR Shared Services Fund	741	1210	\$ 0	\$ 1,549	\$ 2,606
<b>TOTAL</b>			<b>\$ 0</b>	<b>\$ 33,896</b>	<b>\$ 57,030</b>

<b>EXPENDITURE BY CATEGORIES:</b>						
Expense Type	Dept Code	Department	2010 Base	2011	2012	2013
Salaries		All	\$ 2,616,103	\$ 0	\$ 29,562	\$ 49,739
OT			\$ 0	\$ 0	\$ 0	\$ 0
PERS & FICA			\$ 383,521	\$ 0	\$ 4,334	\$ 7,292
<b>TOTAL</b>			<b>\$ 2,999,624</b>	<b>\$ 0</b>	<b>\$ 33,896</b>	<b>\$ 57,030</b>



# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	International Federation of Professional & Technical Engineers, Local 17 (Section Managers - Departments: Natural Resources and Parks, Transportation, Development and Environmental Services)	
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<b>Note Prepared by:</b>	Matthew McCoy, Labor Analyst, OLR	<b>Phone:</b> 205-8004
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<b>Note Reviewed by: Supplemental Required?</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Katherine Cortes, Budget Analyst (DDES)	<b>Phone:</b> 263-9733

## ASSUMPTIONS:

### Assumptions used in estimating expenditure include:

1. **Contract Period (s):** 1/1/2011 - 12/31/2013.
2. **Wage Adjustments & Effective Dates:**

<b>COLA:</b>	1/1/2011: 0%, 1/1/2012: 90% Seattle Area CPI-W – Average of 6 monthly indexes (1.13% Forecast), 1/1/2013: 95% Seattle Area CPI-W – Average of 6 monthly indexes (1.88% Forecast).
<b>Other:</b>	
<b>Retro/Lump Sum Payment:</b>	
3. **Other Wage-Related Factors:**

<b>Step Increase Movement:</b>	
<b>PERS/FICA:</b>	PERS @ 7.01% FICA @ 7.65%.
<b>Overtime:</b>	
4. **Other Cost Factors:**
5. **Note Regarding Costing:** The Council has already approved, through a coalition agreement, the COLA formula in this contract. The costs are restated in this fiscal note for the convenience of the Council and do not represent any additional COLA costs.

August 6, 2011

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

Dear Councilmember Gossett:

The enclosed ordinance, if approved, will ratify the Professional and Technical Employees, Local 17 (Section Managers) collective bargaining agreement for the period of January 1, 2011, through December 31, 2013. This agreement covers 21 employees in the departments of Natural Resources and Parks, Transportation, and Development and Environmental Services.

This collective bargaining agreement covers Section Managers in three King County departments. These employees manage employees who provide services in areas including Roads Division Maintenance, Engineering Services, Solid Waste, Finance and Administration, Water Resources, Traffic Engineering, Transportation Services and Waste Reduction.

This bargaining unit is covered by the memorandum of agreement addressing the 2011 budget crisis (dictating no cost-of-living adjustment for 2011 and the terms of cost-of-living adjustments for subsequent years) that is effective through 2014. There are no wage increases included in the collective bargaining agreement.

This collective bargaining agreement provides language that will allow the implementation and/or future bargaining of King County's Accountable Business Transformation Program, which will increase efficiencies to King County's payroll system countywide.

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.

The Honorable Larry Gossett  
August 5, 2011  
Page 2

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

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Acting Chief of Staff  
        Anne Noris, Clerk of the Council  
    Dwight Dively, Director, Office of Performance, Strategy and Budget  
    Carrie Cihak, Director of Policy and Strategic Initiatives, King County Executive  
Office  
    Patti Cole-Tindall, Director, Office of Labor Relations