1		Master Labor Agreement (MLA) - Appendix 30 Agreement Between King County			
2	And Professional and Technical Employees, Local 17				
3	Supervisors	- Departments: Executive Services (Facilities Management Division), Natural			
4		Resources & Parks, Transportation [065]			
5					
6	ARTICLE 1:	PURPOSE AND LABOR-MANAGEMENT COMMITTEE1			
7	ARTICLE 2:	UNION RECOGNITION AND MEMBERSHIP1			
	ARTICLE 3:	RIGHTS OF MANAGEMENT3			
8	ARTICLE 4:	HOLIDAYS3			
9	ARTICLE 5:	VACATIONS4			
10	ARTICLE 6:	SICK LEAVE4			
11	ARTICLE 7:	PAID LEAVES4			
	ARTICLE 8:	MEDICAL, DENTAL & LIFE INSURANCE5			
12	ARTICLE 9:	WAGE RATES AND PROBATION5			
13	ARTICLE 10:	HOURS OF WORK & MEAL REIMBURSEMENT7			
14	ARTICLE 11:	VEHICLES8			
15	ARTICLE 12:	CONFLICT RESOLUTION8			
	ARTICLE 13:	REDUCTION IN FORCE9			
16	ARTICLE 14:	PROFESSIONAL REGISTRATION AND CERTIFICATION11			
17	ARTICLE 15:	WORK OUTSIDE OF CLASSIFICATION12			
18	ARTICLE 16:	UNION REPRESENTATION AND EMPLOYEE RIGHTS12			
19	ARTICLE 17:	MISCELLANEOUS13			
20	ARTICLE 18:	GENERAL PROVISIONS			
	ARTICLE 19:	DURATION15			
21	ADDENDUM A	: WAGE ADDENDUM			
22					
23					
24					
	·				
25					
26					
27					
28					

Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation
January 1, 2018 through December 31, 2020
065MLAC0117
Table of Contents

#### AGREEMENT BETWEEN

#### KING COUNTY

#### **AND**

# PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

#### REPRESENTING SUPERVISORS

These Articles constitute an agreement between King County (the County) and the Professional and Technical Employees, Local 17, (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council (the Council).

# ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE

- 1.1 Purpose The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees and to set forth the wages, hours and working conditions of such employees.
- 1.2 Labor Management Committee (LMC) The County and the Union agree to establish a joint committee consisting of up to four representatives for each party. Each party has the authority to unilaterally select and determine the number of representatives not to exceed four. The purpose of the committee is to discuss matters of concern of either party. Meetings will be held as needed and may be called by either party. Meetings will be conducted during County business hours. The party requesting the LMC will be responsible for coordinating the meeting. When possible, agenda items for the meeting will be presented to the parties prior to the meeting date. Ground rules will be developed by the first LMC. All parties understand that the LMC is not a substitute for bargaining and has no authority to amend the contract.
- 1.3 Definitions All words under this Agreement shall have their ordinary and usual meaning except those words that have been defined under KCC 3.12, as amended, or which are specifically defined in this Agreement.

### ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1 Recognition - The County recognizes the Union as the exclusive bargaining representative of all employees in the Roads Services, Fleet, Airport, Solid Waste, Parks and Facilities Management divisions and the Office of Emergency Management whose job classifications

2.2 Membership - It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee to the Union in lieu of membership, and those who are not members of the Union on the effective date of this Agreement, shall become and remain members in good standing or pay an agency fee to the Union in lieu of membership. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, by the 30th day following the beginning of such employment, become and remain members in good standing or pay an agency fee to the Union in lieu of membership.

A. An employee who can substantiate, in accordance with existing law, bona fide

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

- **B.** Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the County with 30 days written notification of the Union's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.
- 2.3 Dues Deduction Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the Union and shall transmit the same to its treasurer.
- **2.4 Indemnification** The Union will indemnify and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues

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Page 3

for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

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

#### ARTICLE 3: RIGHTS OF MANAGEMENT

3.1 Rights of Management - The management of the County and the direction of the work force is vested exclusively with the County. Except as may be limited by the express written terms of this Agreement, all matters, including but not limited to, the right to hire, appoint, promote, demote, discipline and discharge regular employees for cause, discipline and discharge temporary employees; improve efficiency; train, assign and direct the work force; develop work rules, policies and procedures; evaluate employees; develop and modify classification specifications, allocate positions to those classifications; determine work schedules; assign overtime; determine location of facilities and assign employees to those locations; contract out work; and determine methods, processes and means for providing services shall remain the exclusive right of the County for the duration of this Agreement.

## **ARTICLE 4: HOLIDAYS**

Pursuant to MLA Article 10 and the following:

- 4.1 Calculation of Holiday Pay Hourly. Holiday pay shall be based on the number of hours in the employee's regular work week, up to a maximum of eight hours for full-time employees with a 40 hour week.
- 1) Alternate/Flextime Work Schedules. Hourly employees on alternative work schedules (i.e., working a 4/10 or 9/80 work schedule) may be required to adjust their schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours for that work week (i.e., 5/8 work schedule). This requirement will, depending on business needs, be determined at the time that the alternative work schedule is established for the calendar year. If the employee is not required to adjust his or her schedule to work a five day workweek during a holiday week, the employee will be eligible for an alternative holiday to be taken within the same pay period

as a drainage supervisor.

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- 9.2 Step Increases At the successful conclusion of the probation period employees who were hired at Step 1 shall be placed at Step 2 of the salary schedule and employees who were hired at Step 2 or higher may be advanced to the next step, at the discretion of the County. Employees in the Parks Division shall receive step increases for each year of service completed thereafter (e.g., an employee shall move to Step 4 one year after moving to Step 3). Effective January 1, 2014, non-probation step increases and merit pay, except for employees in the Parks Division, will be as provided under KCC 3.15.020 and the applicable procedures under the Performance Appraisal and Merit Pay System.
- 9.3 Overtime For the purposes of this Agreement, hourly employees are eligible for overtime. Overtime shall be defined as all hours worked in excess of 40 hours actually worked in the workweek (sick leave, vacation, holidays and other paid leave are not hours worked). When a bargaining unit member works overtime, compensation for such shall be at one and one-half times the employee's regular hourly rate as defined by the FLSA. To the extent practicable, no overtime shall be worked unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours. At the discretion of manager/designee, overtime may be paid as compensatory time at the rate of time and one-half for all hours worked in excess of 40 hours actually worked in the workweek (sick leave, vacation, holidays and other paid leaves are not hours worked), if requested by the employee and approved by the manager/designee.
- **9.4** After Hours Support After hours support is off duty time during which an hourly employee is required to be ready and able to report to work, either in person or through technological means, in a timely manner.
- 9.5 Standby Standby is off duty time during which an hourly employee is required to restrict her/his activities and be available to report to work. Employees assigned to standby status in writing shall be compensated at the rate of ten percent per hour for all hours spent on standby. If called to work the employee shall cease being paid standby and be paid call-out in accordance with Section 9.6 or Section 9.7, whichever is applicable.
- **9.6** Physical Call-Out A minimum of two hours at the overtime rate shall be allowed for each call-out where the hourly employee is called and returns to a designated work site after

completing his/her regular shift and leaving the work site. Where such overtime exceeds two hours, the actual hour worked shall be allowed at overtime rates. This shall include travel time from the employee's residence to the designated work site or place of assignment. Saturday, Sunday and holidays are not subject to call-out pay when the employee is scheduled for overtime work.

9.7 Technological Call-Out (TCO) - A TCO is where an hourly employee is called to return to duty and performs those duties via telephone, facsimile, computer or similar electronic device that does not require returning to a designated work site. If the time required responding to the TCO exceeds nine minutes, then a minimum of 30 minutes pay at the overtime rate shall be given. If the time exceeds 30 minutes (or aggregate time of multiple TCOs exceeds 30 minutes), then a minimum of one hour of pay at the overtime rate shall be given. Any TCO or aggregate TCOs exceeding one hour shall be compensated for at the overtime rate for all actual time worked.

### ARTICLE 10: HOURS OF WORK & MEAL REIMBURSEMENT

- 10.1 Schedules The establishment of work schedules, including alternative work schedules, is vested solely within the purview of the County and may be changed from time to time. The County will provide employees written notice of such change in the employee's regular work schedule at least 14 days prior to the change taking affect, except when the change in schedule is compelled by business necessity.
- 10.2 FLSA FLSA- exempt bargaining unit employees are exempt from overtime payments and shall be covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy (Executive Policy PER 8-1-2) and modifications thereto, and are expected to work the hours necessary to satisfactorily perform their jobs.
- A. Executive Leave Regular FLSA-exempt employees will receive at least five days of Executive Leave during the budgeted leave award calendar year; provided, the employee is in an eligible FLSA-exempt position on January 1.
- 10.3 Meal Per Diem In the event of a bona fide emergency which is declared by the King County Executive, an employee will receive the daily meal per diem for any day in which that employee is required because of the emergency to remain at work in excess of 12 consecutive hours or is required to work in excess of eight hours on a day the employee was not scheduled to work.

Expense receipts are not required for reimbursement.

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10.4 Alternative Workweek and Telecommuting Schedules

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An alternate and/or flex workweek may be implemented during the term of this Agreement upon approval by the manager/designee. Specific conditions for an alternate and/or flex workweek shall be subject to written agreement between the manager/designee and the employee prior to implementation. The conditions must include, but are not limited to, the date the alternate and/or flex workweek begins and when and under what circumstances the agreement will terminate or be renewed. Holidays and overtime will be compensated in accordance with the terms of this Agreement. For purposes of this Agreement, "flex" is defined as having different workday start/quit times, and "alternate" is defined as the number of hours and/or days scheduled for work during a workweek.

# **ARTICLE 11: VEHICLES**

- 11.1 Personal Vehicle Pursuant to MLA Article 25.
- 11.2 County Vehicle At the County's discretion, an employee may be assigned the use of a County vehicle when the employee is assigned to respond to emergency situations which require immediate response to protect life or property. The assignment must be in writing and approved by the division director/designee. The County will give Roads Services Division employees at least 30 days notice prior to taking away an assigned vehicle, except when compelled by business necessity.
- 11.3 Parking An employee assigned a vehicle may be permitted to park such vehicle at his/her residence overnight provided the vehicle will not be parked overnight at a residence outside the County unless authorized in writing by the division director/designee.

# **ARTICLE 12: CONFLICT RESOLUTION**

Pursuant to MLA Article 26 and the following:

12.1 Unfair Labor Practice (ULP) - The parties agree that thirty days prior to filing an Unfair Labor Practice complaint with the Public Employment Relations Commission (PERC), the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the issue unless the deadline for filing with PERC would otherwise pass.

13.1 Order of layoff - In the event of a reduction in force due to lack of work, lack of funds or considerations of efficiency, layoffs of regular employees shall be by position. The positions to be laid-off shall be at the sole discretion of management.

- 13.2 Vacant Positions In lieu of laying off a regular employee, the Director of the Human Resources Division (HRD) may reassign such employee to a comparable, vacant position, when the Director of HRD determines such reassignment to be in the best interest of the County.
- **A.** An employee subject to layoff can be placed in a vacant bargaining unit position in the same classification, if qualified. If placed, the employee cannot bump.
- **B.** An employee subject to layoff may be offered a vacant bargaining unit position in a lower paid classification, if qualified. If the employee accepts the position, he/she cannot bump.
- C. The County will attempt to place an employee subject to layoff who is not placed as provided above or who cannot bump as provided under Section 13.3 below into a vacant position for which he/she qualifies in accordance with the County's Workforce Management Program, or modifications thereto.

# 13.3 Bumping

- A. An employee subject to layoff who is not placed in a vacant position as provided in Section 13.2 may bump the least senior employee in the same classification within his/her division, if qualified; provided, the employee who elects to bump has more classification seniority than the employee who is being bumped.
- **B.** An employee subject to layoff who cannot bump as provided in Section 13.3.A may bump the least senior employee in a lower paid classification in his/her division, if qualified; provided, the employee who elects to bump has more bargaining unit seniority than the employee who is being bumped.
- C. An employee subject to layoff who cannot bump within the division as provided in Sections 13.3.A or 13.3.B may bump a less senior employee in the position the employee last regularly held; provided, the employee is qualified and has more bargaining unit seniority than the employee who is being bumped.

13.4 Recall

A. An employee who is laid off, placed in a vacancy in accordance with Section 13.2 B or C, bumps in accordance with Section 13.3 B or C, or is recalled in accordance with Section 13.4 B, will be recalled to a vacant position in his/her classification, if qualified.

- **B.** An employee who is laid off will be recalled to a vacant position in a lower classification, if qualified.
- C. Recall will first be by classification seniority for filling a position in his/her classification, or bargaining unit seniority for filling a position in a lower classification.
- D. Notice of Recall An employee will have ten days from the date the notice of recall is sent by certified mail in which to notify the County of whether he/she will accept the position. The County will consider the employee's failure to notify the County within ten days as a refusal; however, if the County determines that there are warranting circumstances, it may accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the County informed of his/her current address.
- E. Recall will last for two years from the date of layoff, placement or bumping as defined under Section 13.4.A.
- 13.5 Reinstatement An employee recalled within two years from the time of layoff will have any forfeited sick leave accruals and vacation leave accrual rate restored and adjusted for the period of layoff.

#### 13.6 Seniority

A. For regular employees hired before February 22, 2008, bargaining unit seniority is defined as all continuous regular service in all classifications covered by this Agreement or would have been covered by this Agreement. A classification would have been covered by this Agreement if the employee's service in the classification started prior to the existence of this bargaining unit and the title of the classification, listed under Addendum A, changed through a reclassification project, but not the work. For regular positions hired after February 22, 2008, bargaining unit seniority is defined as continuous regular service in all classifications covered by this Agreement.

B. For regular employees hired before February 22, 2008, classification seniority for

employees defined as all continuous regular service in a classification covered by this Agreement or would have been covered by this Agreement. A classification would have been covered by this Agreement if the employee's service started prior to the existence of this bargaining unit, and the title of the classification, listed under Addendum A, changed through a reclassification project, but not the work. For regular positions hired after February 22, 2008, seniority is defined as continuous regular service in a classification covered by this Agreement.

C. Retention of Seniority - A regular employee who leaves a position covered under this Agreement and is rehired within the same division within two years does not accrue or forfeit seniority during the period of absence. But an employee who is rehired in a different division forfeits his/her classification and bargaining unit seniority accrued.

**13.7 Qualification** - Qualification will be determined by the County.

# ARTICLE 14: PROFESSIONAL REGISTRATION AND CERTIFICATION

Pursuant to MLA Articles 12 and the following:

- 14.1 Introduction To encourage and support professional development and to provide for the employment of qualified personnel in appropriate classifications, the County will provide compensation for professional licenses and certifications in accordance with this Article. Such compensation shall only be paid to those employees who as of the date the Agreement was ratified have a current, valid professional certification in a discipline directly applicable to their employment.
- 14.2 Certifications All employees employed on February 13, 1998 who had a current, valid certification as listed in Section 14.2.A in a discipline directly applicable to their employment, shall be paid a premium of \$50 per month. In the event the employee's certificate becomes invalid, for whatever reason, he/she shall no longer be eligible for the additional compensation.
- A. Within the terms of this Agreement, certification is limited to certified incinerator and landfill operators, sign and marking technicians, signal technicians, bridge inspectors and heavy duty mechanic as deemed appropriate by the County.
- 14.3 Employees who are not eligible for the above compensation under Section 14.2 will be reimbursed for training, examination and fee costs that are required to obtain or maintain one of the above listed certifications which directly apply to their position.

# ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION

- 15.1 It is understood by the parties that an employee may be assigned in writing to perform the preponderance of the duties of a higher classification by the division director/designee, in accordance with County code and related procedures.
- 15.2 An employee assigned in writing by his/her division director/designee to a higher classification will be paid at the first step of the range assigned to the higher classification or at a step that most closely approximates five percent above the employee's salary prior to the assignment, whichever is higher.
- 15.3 The County may assign an employee to perform the work of a higher classification for up to a full workweek without additional compensation. If the employee is assigned to perform the work of the higher classification for a full workweek or more the employee will be paid for all time performing the work of the higher classification in accordance with Section 15.2.
- 15.4 If the bargaining unit employee is required to work out-of-class for more than 60 days, the Union may request a meeting for the sole purpose of clarifying why the employee is still working out-of-class.

# **ARTICLE 16: UNION REPRESENTATION AND EMPLOYEE RIGHTS**

#### 16.1 Union Representation

- A. Authorized representatives of the Union may, after notifying the County official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances.
- **B.** The Business Manager and/or representative shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The Union shall furnished the Labor Negotiator with the names of stewards so appointed upon request.
- **C.** Written policies, rules, or directives affecting the terms and conditions of this Agreement shall be provided to the Union upon request.

#### 16.2 Employee Rights

**A.** The off-duty activity of an employee shall not be subject to disciplinary action unless said activity is job related or occurs on County property.

Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation
January 1, 2018 through December 31, 2020
065MLAC0117
Page 12

**B.** If at any level the County determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of his/her rights of appeal and representation as provided for in the Conflict Resolution procedures under Article 12 of this Agreement.

#### **ARTICLE 17: MISCELLANEOUS**

- 17.1 Drug Free Workplace The Union agrees to comply with all applicable federal, state and County regulations and ordinances with regard to the drug free workplace.
  - 17.2 Training Pursuant to MLA Article 12.
- 17.3 Equal Employment Opportunity The County nor the Union shall not unlawfully discriminate in employment on the basis of race, color, religious affiliation, national origin, age, marital status, sex, sexual orientation, gender identity or expression or disability.
  - 17.4 Bulletin Boards Pursuant to MLA Article 23.
  - 17.5 Subcontracting Pursuant to MLA Article 16.
- 17.6 Notice of Change in Work Location The County will give a two week notice if it intends to change an employee's regular work location; provided, the new work location is in a different geographic area. The County buildings in the Seattle downtown area are considered to be the same geographic area.

# ARTICLE 18: GENERAL PROVISIONS

- 18.1 Savings Clause Pursuant to MLA Article 31.
- 18.2 The County and the Union and the employees covered by this Agreement are governed by applicable County code and ordinances, and said code and ordinances are paramount except where they conflict with a provision of this Agreement.
- 18.3 Work Stoppages and Employer Protection The County and the Union agree that the public interest requires efficient and uninterrupted performance of all county services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with county functions by employees under this Agreement, and should same occur, the

Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the Union shall be deemed a work stoppage if any of the above activities have occurred. Any employee participation in such work stoppage or in other ways committing an act prohibited in this Article shall be considered absent without authorized leave and shall be considered to have resigned. 

Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation
January 1, 2018 through December 31, 2020
065MLAC0117
Page 14

1	ARTICLE 19: DURATION
2	Pursuant to MLA Article 31.
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10	By: Dow Court !
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15	For Professional and Technical Employees, Local 17
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17	Di Mh 2/8/18
18	Denise Cobden Date Executive Director
19	Professional and Technical Employees, Local 17
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22	Cecilia Mena Date Business Representative
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Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources and Parks, Transportation January 1, 2018 through December 31, 2020 065MLAC0117 Page 15

cba Code: 065 ADDENDUM A Union Code: C10

# Professional and Technical Employees, Local 17 (Supervisors) WAGE ADDENDUM

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
3501300	352301	Aquatic Supervisor	55
5120400	513303	Emergency Management Program Senior Manager	69
5401100	540204	Environmental Program Managing Supervisor - DNRP	71
5321400	535501	Health and Environmental Investigator IV	65
2444100	243805	Maintenance Planner - Scheduler	58
1072600	107604	Operations Manager - Assistant	72
2632100	264201	Personal Property Supervisor	68
5220300	522702	Security Chief	68
5220200	522601	Security Supervisor	48
7360100	701101	Security Systems Specialist	64
9710100	971010	Service/Maintenance Supervisor	58
8700100	871104	Supervisor I	58
8700200	871203	Supervisor II	64
8700300	871302	Supervisor III	68
2442100	243602	Warranty Administrator	64

<sup>\*</sup>For rates, please refer to the King County Squared Table Steps 1, 2, 4, 6, 8, 10 Only