

AGREEMENT BETWEEN  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,  
LOCAL 17  
AND  
KING COUNTY  
DEPARTMENTS: DEVELOPMENT & ENVIRONMENTAL SERVICES,  
EXECUTIVE SERVICES, NATURAL RESOURCES & PARKS, TRANSPORTATION  
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**LOCAL 17**  
**AND**  
**KING COUNTY**  
**DEPARTMENTS: DEVELOPMENT & ENVIRONMENTAL SERVICES,**  
**EXECUTIVE SERVICES, NATURAL RESOURCES & PARKS, TRANSPORTATION**  
**KING COUNTY**

These Articles constitute an agreement, the terms of which have been negotiated in good faith, between King County (County) and the International Federation of Professional and Technical Engineers, Local 17 (Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan County Council (Council) of King County, Washington.

1 **ARTICLE 1: PURPOSE, EQUAL EMPLOYMENT OPPORTUNITY, LMC**

2           **1.1. Purpose:** The intent and purpose of this Agreement is to promote the continued  
3 improvement of the relationship between the County and its employees and to set forth the wages,  
4 hours and other working conditions of such employees.

5           **1.2. Equal Employment Opportunity:** The County or the Union shall not discriminate  
6 against any individual with respect to compensation, terms, conditions, or privileges of employment  
7 because of legally protected union activity, race, color, religion, national origin, age, ancestry, marital  
8 status, sexual orientation, sensory, mental or physical disability or sex, except as otherwise provided  
9 by law.

10           **1.3. Labor-Management Committee:** The parties shall convene a bargaining unit wide  
11 Labor-Management Committee meeting whenever they jointly agree that such a meeting is desirable.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2           2.1. The County recognizes the Union as the exclusive bargaining representative of all  
3 regular, probationary, provisional, temporary and term-limited temporary employees whose job  
4 classifications are listed in the attached Addendum "A". In recognizing the Union as the exclusive  
5 bargaining representative, the County agrees that it will not effect any change in the mandatory  
6 subjects of bargaining including but not limited to working conditions, wages, or fringe benefits  
7 except by mutual agreement with the Union or in accordance with this Agreement.

8           2.2. It shall be a condition of employment that all employees covered by this Agreement  
9 who are members of the Union in good standing on the effective date of this Agreement shall remain  
10 members in good standing or pay an agency fee to the Union in lieu of membership, and those who  
11 are not members of the Union on the effective date of this Agreement, shall become and remain  
12 members in good standing or pay an agency fee to the Union in lieu of membership. It shall also be a  
13 condition of employment that all employees covered by this Agreement and hired or assigned into the  
14 bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning  
15 of such employment, become and remain members in good standing or pay an agency fee to the  
16 Union in lieu of membership.

17           2.3. An employee who objects to membership in the union on the grounds of a bona fide  
18 religious objection shall pay an amount of money equivalent to regular union dues and initiation fee  
19 to a non-religious charitable organization mutually agreed upon by the employee affected and the  
20 Union to which such employee would otherwise pay the dues and initiation fee. The employee shall  
21 furnish written proof that such payment has been made.

22           2.4. Failure by an employee to abide by the above provisions shall constitute cause for  
23 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the  
24 Union shall provide the employee and the County with thirty (30) days notification of the Union's  
25 intent to initiate discharge action, and during this period the employee may make restitution in the  
26 amount which is overdue.

27           2.5. Neither party shall discriminate against any employee or applicant for employment on  
28 account of membership or non-membership in any labor union or other employee organization.

1           2.6. Upon receipt of written authorization individually signed by an employee, the County  
2 shall have deducted from the pay of such employee the amount of dues as certified by the secretary of  
3 the Union and shall transmit the same to the treasurer of the Union.

4           2.7. The Union will indemnify and hold the County harmless against any claims made and  
5 against any suit instituted against the County on account of any check-off of dues for the Union. The  
6 Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
7 provision upon presentation of proper evidence thereof.

8           2.8. The County will transmit to the Union, twice a year, upon written request, a current  
9 listing of all employees in the bargaining units. Such list shall indicate the name of the employee,  
10 position status, job classification, department and/or unit.

11           2.9. The County will require all new employees, hired in a position in the bargaining unit, to  
12 sign a form (in triplicate) which will inform them of the Union's exclusive recognition. One copy of  
13 the form to be retained by the County, one by the employee and the original sent to the Union.

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1 **ARTICLE 3: GENERAL PROVISIONS**

2           **3.1. Rights of Management:** It is recognized that the County retains the right to manage the  
3 affairs of the County and to direct the work force. Such functions of the County include, but are not  
4 limited to, determining the mission, budget, organization, number of employees, and internal security  
5 practices of the Department; recruiting, examining, evaluating, promoting, training, transferring  
6 employees, and determining the time and methods of such action; disciplining, suspending, demoting,  
7 or dismissing regular employees for just cause; assigning and directing the work force; developing  
8 and modifying class specifications; determining the method, materials, and tools to accomplish the  
9 work; designating duty stations and assigning employees to those duty stations; establishing  
10 reasonable work rules; assigning the hours of work; and taking whatever actions may be necessary to  
11 carry out the Department's mission in case of emergency.

12           **3.2. Savings Clause:** Should any part hereof or any provision herein contained be rendered  
13 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by  
14 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this  
15 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such  
16 invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining  
17 parts or provisions shall remain in full force and effect.

18           **3.3.** The County and the Union and the employees covered by this Agreement are governed  
19 by applicable County ordinances, and said ordinances are paramount except where they conflict with  
20 a provision of this Agreement.

21           **3.4. Work Stoppages and Employer Protections:** The County and the Union agree that the  
22 public interest requires efficient and uninterrupted performance of all County services and to this end  
23 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the  
24 Union shall not cause or condone any work stoppage, including any strike slowdown, or refusal to  
25 perform any customarily assigned duties, sick leave absence which is not bona fide, or other  
26 interference with County functions by employees under this Agreement, and should same occur, the  
27 Union agrees to take appropriate steps to end such interference. Any concerted action by any  
28 employees in the Union shall be deemed a work stoppage if any of the above activities have

1 occurred.

2           **3.4.1.** Any employee participating in such work stoppage or in other ways committing  
3 an act prohibited in this article shall be considered absent without authorized leave and shall be  
4 considered to have resigned.

5           **3.4.2.** No member of this bargaining unit shall be required to cross a legal picket line  
6 sanctioned by the King County Labor Council (this section does not apply to informational pickets).  
7 This section shall not apply in situations that pose an imminent threat to structures or human health  
8 and/or safety. An employee encountering a picket line during the course of her/his duties shall  
9 contact her/his supervisor for work instructions.

10           **3.5. Waiver Clause:** The parties acknowledge that each has had the unlimited right within  
11 the law and the opportunity to make demands and proposals with respect to any matter deemed a  
12 proper subject for collective bargaining. The results of this exercise of that right and opportunity are  
13 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,  
14 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter  
15 not specifically referred to or covered in this Agreement. However, if the parties agree to bargain  
16 during the term of this Agreement, amendments and modifications to this Agreement may be made by  
17 mutual agreement of the Labor Negotiator/designee and the Union Representative who is subject to  
18 the Union's internal constitutional processes.

19           **3.6. Training:** The County recognizes the mutual benefit to be attained by affording training  
20 opportunities to employees and shall provide information and access to training opportunities for its  
21 employees, within budgeted appropriations. The training opportunities shall be guided by, but not  
22 limited to, the overall objectives of encouraging and motivating employees to improve their personal  
23 capabilities in performance of specific tasks. All employees shall have equal access to training  
24 opportunities.

25           **3.7. Drug Free Workplace:** The Union agrees to comply with all applicable Federal, State  
26 and County regulations and ordinances with regard to the drug free workplace.

27           **3.8. Contracting of Work:** The County agrees not to contract out work historically  
28 performed by currently employed members of the bargaining unit if the contracting of such work

1 eliminates or reduces the normal workload of the bargaining unit.

2           **3.8.1.** The County agrees not to assign or transfer the work historically performed by  
3 members of the bargaining unit to members of the Technical Employees Association bargaining units  
4 if the assignment or transfer of such work eliminates or reduces the normal workload of the  
5 bargaining unit, unless such elimination or reduction is de minimis.

6           **3.8.2.** If in order to secure funding for a specific project the County is required to  
7 contract all or part of the work to be performed due to limitations imposed by the funding agreement,  
8 said contracting shall not be considered a violation of this Article. The County agrees to provide the  
9 Union, upon request, with documentation to support any contracting of work under the terms of this  
10 section.

11           **3.9. Pre-existing Memoranda of Agreement:** The County and the Union hereby re-adopt  
12 the following pre-existing Memoranda of Agreement attached hereto as:

13           Appendix E: MOU: Part-Time Employment

14           Appendix F: MOU: Assistant Code Enforcement Supervisor

15           Appendix G: MOU: Planner/Project Program Manager Addendum

16           Appendix H: MOU: Health & Environmental Investigator Accretion Addendum

17           Appendix I: MOU: Family Medical Leave

18           Appendix J: MOU: Payroll Changes

19           **3.10. Performance Evaluations:** The purpose of a performance evaluation shall be to notify  
20 employees of performance expectations and of the supervisor's evaluation of the employee's  
21 performance relative to those expectations.

22           Performance evaluations shall not be used for discipline, however they may be used to  
23 show that an employee has been notified of any concerns regarding his/her performance.

24           An employee may appeal a performance evaluation consistent with the Performance  
25 Evaluation article of the 2000 King County Personnel Guidelines. Section 15.3 of the 2000  
26 Guidelines specifically state:

27           15.3. Appeal of a Regular Employee Performance Evaluation

28           A. Within five working days after a copy of the performance evaluation is given to the



1 employee, the employee may request additional evaluation and consideration. With the approval of  
2 the department director, the appointing authority may designate an alternate five-working day period  
3 for this purpose.

4 The employee should prepare a written request as follows to the division manager:

- 5 • Identify the evaluation by its date, the name of the rater, and the date the evaluation  
6 was received.
- 7 • Specify the ratings or comments which the employee believes are incorrect.
- 8 • State the ratings or comments the employee believes should be made on the  
9 evaluation.
- 10 • Give facts substantiating each change requested.
- 11 • Keep a copy of the written request and send the original to the division manager.

12 B. Upon receiving the request, the division manager will have 15 calendar days to meet with  
13 the employee and either sustain or change the performance evaluation and notify the employee of the  
14 decision in writing. In case of a change to the evaluation, a copy of the revised evaluation is to be  
15 included with the decision. In the event that the issue is not resolved by the division manager, the  
16 employee may, within 15 calendar days of the meeting with the division manager, meet with the  
17 department director who will notify the employee of the decision in writing. The department  
18 director's decision to sustain or change the performance evaluation will be final.

1 **ARTICLE 4: HOLIDAYS**

2 4.1. Regular, probationary, provisional and term-limited temporary employees who work a  
3 full-time schedule shall be granted the following holidays with pay:  
4

|                              |                             |
|------------------------------|-----------------------------|
| 5 New Year's Day             | January 1st                 |
| 6 Martin Luther King Jr. Day | Third Monday in January     |
| 7 Presidents' Day            | Third Monday in February    |
| 8 Memorial Day               | Last Monday in May          |
| 9 Independence Day           | July 4th                    |
| 10 Labor Day                 | First Monday in September   |
| 11 Veteran's Day             | November 11th               |
| 12 Thanksgiving Day          | Fourth Thursday in November |
| 13 Day after Thanksgiving    |                             |
| 14 Christmas Day             | December 25th               |
| 15 Two (2) Personal Holidays |                             |

16  
17 and any days designated by public proclamation of the Chief Executive of the State as a legal holiday  
18 and as approved by the Council.

19 4.2. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the  
20 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

21 4.3. Holidays paid for but not worked shall be recognized as time worked for the purpose of  
22 determining weekly overtime.

23 4.4. Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular  
24 rate in addition to regular holiday pay.

25 4.5. Employees eligible for holiday pay will earn a personal holiday on October 1st and on  
26 November 1st each year. Personal holidays will be available for use when earned. Personal holidays  
27 will be administered in the same manner as vacation leave. The personal holidays will be reflected as  
28 vacation on the November 20th pay check.

1           4.6. Holiday pay for regular, probationary, provisional and term-limited temporary employees  
2 who work a part-time schedule will be prorated to reflect their normally scheduled workday.

3           4.7. An employee must be in pay status on the regular scheduled workday prior and following  
4 a holiday to be eligible for the holiday pay.

5           4.8. The maximum compensation for holiday pay is eight (8) hours of regular straight-time  
6 pay.

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1 **ARTICLE 5: VACATIONS**

2           5.1. Regular, probationary, provisional and term-limited temporary employees who  
3 work a full-time schedule shall be eligible to accrue vacation leave benefits for each hour in  
4 pay status exclusive of overtime as described in the following table in accordance with King  
5 County Code. Employees who are eligible for vacation leave and who work a part-time  
6 schedule will receive the vacation leave pro-rated to reflect their normally scheduled  
7 workweek.

| <b>Full Years of Service</b>         | <b>Equivalent Annual<br/>Leave in Days<br/>(for illustration)</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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23           5.2. Employees shall accrue vacation leave from their date of hire into a leave eligible  
24 position.

25           5.3. Employees shall not be eligible to take or be paid for vacation leave until they have  
26 successfully completed their first six (6) months of County service in a leave eligible position.  
27 Employees leaving County employment prior to successfully completing their first six (6) months of  
28 County service in a leave eligible position shall forfeit and not be paid for accrued vacation leave.

1 Employees shall be paid for accrued vacation leave to their date of separation up to the maximum  
2 accrual amount if they have successfully completed their first six (6) months of County service in a  
3 leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's rate  
4 of pay in effect upon the date of leaving County employment less mandatory withholdings

5 5.4. The manager/designee shall be responsible for establishing a vacation schedule in such a  
6 manner as to achieve the most efficient functioning of the division.

7 5.5. Full-time employees may accrue up to sixty (60) days vacation. Part-time employees  
8 may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled  
9 workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to the end  
10 of the last full pay period that includes December 31 of each year. Failure to use vacation leave  
11 beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the  
12 maximum amount unless the division manager/designee has approved a carryover of such vacation  
13 leave because of cyclical workloads, work assignments or other reasons as may be in the best interests  
14 of the County.

15 5.6. Employees shall not use or be paid for vacation leave until it has accrued and such use or  
16 payment is consistent with the provisions of this Article.

17 5.7. No employee shall work for compensation for the County in any capacity during the time  
18 that the Employee is on vacation leave.

19 5.8. Employees may use approved vacation leave at the discretion of the manager/designee in  
20 quarter (1/4) hour increments.

21 5.9. In cases of separation from County employment by death of an employee with accrued  
22 vacation leave and who has successfully completed his/her first six (6) months of County service in a  
23 leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be  
24 made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

25 5.10. If a regular or probationary (who has previously achieved career service status)  
26 employee resigns from County employment or is laid off and subsequently returns to County  
27 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior  
28 County service shall be counted in determining the vacation leave 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;  
4 except that sick leave shall not begin to accrue until the first of the month following the month in  
5 which the employee commenced employment. The employee is not entitled to sick leave if not  
6 previously earned.

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

11 6.3. Employees may use approved sick leave at the discretion of the manager/designee in  
12 quarter (1/4) hour increments.

13 6.4. There shall be no limit to the hours of sick leave benefits accrued by an employee.

14 6.5. Separation from or termination of County employment except by reason of retirement or  
15 layoff, shall cancel all sick leave accrued to the employee as of the date of separation or termination.  
16 Should a regular or probationary (who has previously achieved career service status) employee resign  
17 or be laid off and return to County employment within two (2) years, accrued sick leave shall be  
18 restored.

19 6.6. Regular or probationary (who has previously achieved career service status) employees  
20 who have successfully completed at least five (5) years of County service and who retire as a result of  
21 length of service or who terminate by reason of death shall be paid, or their estates paid or as  
22 provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their  
23 unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of  
24 leaving County employment less mandatory withholdings.

25 6.7. **Leave Without Pay for Health Reasons:** An employee must use all of his/her sick  
26 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under  
27 the County's workers compensation program, then the employee has the option to augment or not  
28 augment time loss payments with the use of accrued sick leave.

1           **6.8. Leave Without Pay for Family Reason:** For a leave for family reasons, the employee  
2 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
3 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty  
4 (80) hours of accrued sick leave.

5           **6.9. Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her  
6 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
7 by his/her manager/designee.

8           **6.10. Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

9                   **6.10.1.** The employee's bona fide illness or incapacitating injury; provided, that:

10                           **6.10.1.1.** An employee who suffers an occupational illness or is injured on the  
11 job may not simultaneously collect sick leave and worker's compensation payments in a total amount  
12 greater than the net regular pay of the employee; though an employee who chooses not to augment  
13 his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid  
14 leave status;

15                           **6.10.1.2.** An employee who chooses to augment workers compensation  
16 payments with the use of accrued sick leave will notify the workers compensation office in writing at  
17 the beginning of the leave;

18                           **6.10.1.3.** An employee may not collect sick leave and worker's compensation  
19 time loss payments for physical incapacity due to any injury or occupational illness which is directly  
20 traceable to employment other than with the County.

21                   **6.10.2.** Exposure to contagious diseases and resulting quarantine.

22                   **6.10.3.** A female employee's temporary disability caused by or contributed to by  
23 pregnancy and childbirth.

24                   **6.10.4.** The employee's medical, ocular or dental appointments, provided that the  
25 employee's manager/designee has approved the scheduling of sick leave for such appointments.

26                   **6.10.5.** To care for the employee's eligible child if the child has an illness or health  
27 condition which requires treatment or supervision from the employee;

28                   **6.10.6.** To care for other family members, if: