

Master Labor Agreement (MLA) - Appendix 23
Agreement Between King County
And
Professional and Technical Employees, Local 17
Departments: Executive Services, Natural Resources & Parks, Permitting & Environmental
Review, Transportation
[040]

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AGREEMENT BETWEEN
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
AND
KING COUNTY
DEPARTMENTS: EXECUTIVE SERVICES (FACILITIES MANAGEMENT), NATURAL
RESOURCES AND PARKS, PERMITTING AND ENVIRONMENTAL REVIEW,
TRANSPORTATION

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

ARTICLE 1: PURPOSE, EQUAL EMPLOYMENT OPPORTUNITY, LMC

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 other working conditions of such employees.

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

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1. The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, provisional, temporary and term-limited temporary employees whose job classifications are listed in the attached Addendum "A". In recognizing the Union as the exclusive bargaining representative, the County agrees that it will not effect any change in the mandatory

1 subjects of bargaining including but not limited to working conditions, wages, or fringe benefits
2 except by mutual agreement with the Union or in accordance with this Agreement.

3 2.2. It shall be a condition of employment that all employees covered by this Agreement
4 who are members of the Union in good standing on the effective date of this Agreement shall remain
5 members in good standing or pay an agency fee to the Union in lieu of membership, and those who
6 are not members of the Union on the effective date of this Agreement, shall become and remain
7 members in good standing or pay an agency fee to the Union in lieu of membership. It shall also be a
8 condition of employment that all employees covered by this Agreement and hired or assigned into the
9 bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning
10 of such employment, become and remain members in good standing or pay an agency fee to the
11 Union in lieu of membership.

12 2.3. An employee who objects to membership in the union on the grounds of a bona fide
13 religious objection shall pay an amount of money equivalent to regular union dues and initiation fee
14 to a non-religious charitable organization mutually agreed upon by the employee affected and the
15 Union to which such employee would otherwise pay the dues and initiation fee. The employee shall
16 furnish written proof that such payment has been made.

17 2.4. Failure by an employee to abide by the above provisions shall constitute cause for
18 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the
19 Union shall provide the employee and the County with thirty (30) days notification of the Union's
20 intent to initiate discharge action, and during this period the employee may make restitution in the
21 amount which is overdue.

22 2.5. Neither party shall discriminate against any employee or applicant for employment on
23 account of membership or non-membership in any labor union or other employee organization.

24 2.6. Upon receipt of written authorization individually signed by an employee, the County
25 shall have deducted from the pay of such employee the amount of dues as certified by the secretary of
26 the Union and shall transmit the same to the treasurer of the Union.

27 2.7. The Union will indemnify and hold the County harmless against any claims made and
28 against any suit instituted against the County on account of any check-off of dues 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.

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

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

ARTICLE 3: GENERAL PROVISIONS

3.1. Rights of Management: It is recognized that the County retains the right to manage the affairs of the County and to direct the work force. Such functions of the County include, but are not limited to, determining the mission, budget, organization, number of employees, and internal security practices of the Department; recruiting, examining, evaluating, promoting, training, transferring employees, and determining the time and methods of such action; disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and directing the work force; developing and modifying class specifications; determining the method, materials, and tools to accomplish the work; designating duty stations and assigning employees to those duty stations; establishing reasonable work rules; assigning the hours of work; and taking whatever actions may be necessary to carry out the Department's mission in case of emergency. The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and FLSA work weeks. The parties agree to negotiate changes to these standardized pay practices, to the extent required by law.

3.2. Savings Clause: Pursuant to MLA Article 30.

3.3. Work Stoppages and Employer Protections: 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

1 interference with County functions by employees under this Agreement, and should same occur, the
2 Union agrees to take appropriate steps to end such interference. Any concerted action by any
3 employees in the Union shall be deemed a work stoppage if any of the above activities have occurred.

4 **3.3.1.** Any employee participating in such work stoppage or in other ways committing
5 an act prohibited in this article shall be considered absent without authorized leave and shall be
6 considered to have resigned.

7 **3.3.2.** No member of this bargaining unit shall be required to cross a legal picket line
8 sanctioned by the King County Labor Council (this section does not apply to informational pickets).
9 This section shall not apply in situations that pose an imminent threat to structures or human health
10 and/or safety. An employee encountering a picket line during the course of her/his duties shall
11 contact her/his supervisor for work instructions.

12 **3.4. Waiver Clause:** The parties acknowledge that each has had the unlimited right within
13 the law and the opportunity to make demands and proposals with respect to any matter deemed a
14 proper subject for collective bargaining. The results of this exercise of that right and opportunity are
15 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,
16 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
17 not specifically referred to or covered in this Agreement. However, if the parties agree to bargain
18 during the term of this Agreement, amendments and modifications to this Agreement may be made
19 by mutual agreement of the Labor Negotiator/designee and the Union Representative who is subject
20 to the Union's internal constitutional processes.

21 **3.5. Training:** The County recognizes the mutual benefit to be attained by affording training
22 opportunities to employees and shall provide information and access to training opportunities for its
23 employees, within budgeted appropriations. The training opportunities shall be guided by, but not
24 limited to, the overall objectives of encouraging and motivating employees to improve their personal
25 capabilities in performance of specific tasks. All employees shall have equal access to training
26 opportunities.

27 **3.6. Drug Free Workplace:** The Union agrees to comply with all applicable Federal, State
28 and County regulations and ordinances with regard to the drug free workplace.

1 **3.7. Contracting of Work:** Pursuant to MLA Article 16.

2 **3.8. Performance Evaluations:** The purpose of a performance evaluation shall be to notify
3 employees of performance expectations and of the supervisor's evaluation of the employee's
4 performance relative to those expectations. Any employee submitted documentation in relation to the
5 performance evaluation will be maintained as a permanent addendum to the performance evaluation.

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

8 An employee may appeal a performance evaluation consistent with the Performance
9 Evaluation article of the 2005 King County Personnel Guidelines. Section 15.3 of the 2005
10 Guidelines specifically states:

11 Appeal of a Regular Employee Performance Appraisal

12 A. Within five working days after a copy of the performance appraisal form is given
13 to the employee, the employee may request additional review and consideration by their Division
14 Director (or, where the employee's supervisor is the Division Director, the Department Director).

15 The employee should prepare a written request, which includes the following elements:

- 16 • Identify the appraisal by date, the name of the evaluator, and the date the appraisal
17 was received.
- 18 • Specify the ratings or comments that the employee believes are incorrect.
- 19 • State the ratings or comments the employee believes should be made on the
20 appraisal.
- 21 • Give facts substantiating each change requested.
- 22 • Keep a copy of the written request and send the original to the Division (or
23 Department) Director.

24 B. Upon receiving the request, the Division (or Department) Director will have 15
25 calendar days to meet with the employee. The Division (or Department) Director will either sustain
26 or change the performance appraisal, and notify the employee of the decision in writing. In case of a
27 change to the appraisal, a copy of the revised appraisal is to be included with the decision.

28 C. In the event that the issue is not resolved by the Division Director, the employee

may, within 15 calendar days of the meeting with the Division Director, meet with the Department Director, who will notify the employee of the decision in writing. The Department Director's decision to sustain or change the performance appraisal will be final.

ARTICLE 4: HOLIDAYS

Pursuant to MLA Article 10 and the following:

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

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

ARTICLE 5: VACATIONS

Pursuant to MLA Articles 9, 35 and the following:

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

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

ARTICLE 6: SICK LEAVE

Pursuant to MLA Articles 7, 11, 34 and the following:

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

6.2. Temporary Transfer: If an employee requests intermittent leave or leave on a reduced leave schedule under FML and/or PPL that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

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

1 **ARTICLE 7: PAID LEAVES**

2 **7.1. Donation of Leaves:** Pursuant to MLA Article 6.

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

7 **7.2.a. Notification:** The employee gives the manager/designee reasonable advance
8 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
9 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
10 result in serious illness, injury, pain or the eventual death of the identified recipient.

11 **7.2.b. Provider Certification:** The employee provides written proof from an
12 accredited medical institution, organization or individual as to the need for the employee to donate
13 bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure
14 where the participation of the donor is unique or critical to a successful outcome.

15 **7.3.c. Time off Subject to Agreement:** Time off from work for the purpose set out
16 above in excess of five (5) working days will be subject to the terms of this Agreement.

17 **7.4. Bereavement Leave:** Pursuant to MLA Article 8.

18 **7.5. Volunteer Service:** Pursuant to MLA Article 4.

19 **7.6. Jury Duty:** Pursuant to MLA Article 5.

20 **7.7. Internal Hiring Examinations:** An employee eligible for paid leave will be entitled to
21 necessary time off with pay for the purpose of participating in a County qualifying or promotional
22 examination. This will include time required to complete any required interviews.

23 **7.8. Military Leave:** Pursuant to MLA Article 2.

24 **7.9. Executive Leave:** Fair Labor Standards Act exempt leave-eligible employees represented
25 by this Agreement are expected to work the hours necessary to satisfactorily perform their jobs and may
26 need to work, on an on-going basis, in excess of the standard work schedule of other King County
27 employees. In recognition of this the employees will receive a minimum of three (3) days of Executive
28 Leave during the calendar year and shall be eligible for a maximum of an additional seven (7) days of

Executive Leave per calendar year. Executive Leave will be determined pursuant to Executive Policy PER 8-1-2, when authorized by the immediate supervisor. Executive Leave must be used in the payroll year in which it was granted and cannot be carried over into the next payroll year or cashed out. This provision shall not apply to those classifications/positions designated as FLSA Exempt Overtime Eligible.

ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE

Pursuant to MLA Article 25:

ARTICLE 9: COMPENSATION

Pursuant to Total Compensation, MLA Article 29 and the following:

9.1. Step Progression: Employees who are hired at step one (1) of the 10 step pay scale will advance to step two (2) after successful completion of the probationary period, but no sooner than six (6) months. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date. Employees who are hired above step one (1) may advance to the next step (one step) after successful completion of probation, but no sooner than six (6) months, at the discretion of the manager/designee. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date.

9.2. Lead Compensation: The manager/designee shall appoint individuals in writing to lead worker positions consistent with the provisions of the 2005 King County Personnel Guidelines. An employee designated in writing as lead worker is eligible for additional compensation of five percent (5%) above the base rate effective on the date of assignment. At such time as the lead worker designation is removed, the employee's compensation reverts to their base rate.

9.3. Work Out of Classification – Pursuant to MLA Articles 15 and 37:

9.4. Promotions: Promotions will be conducted in accordance with the applicable Administrative Guidelines for Career Service. A regular employee promoted to a higher classification shall be placed at the salary step of the promotive classification as would constitute a minimum of four and one-half percent (4-1/2%) over the base hourly wage received prior to promotion, not to exceed the top step of the new salary range.

9.5. Overtime: The provisions of this section (9.6 Overtime) shall apply to hourly

employees only. Except as otherwise provided in this article, hourly employees on a five (5) day schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) in one (1) day, exclusive of the lunch period, or forty (40) in one (1) week. Employees on a seven (7) hour per day schedule will receive straight time for work performed during the eighth (8th) hour and overtime paid when working in excess of eight (8) hours in one (1) day or forty (40) in one (1) week, exclusive of lunch period. Employees working full-time alternative workweeks will receive overtime for hours worked beyond their regular scheduled workday (minimum number of hours of the alternative scheduled workday must be at least eight (8) hours), exclusive of the lunch period, or forty (40) in one (1) week. Employees working a part-time schedule will receive overtime after forty (40) hours in one (1) week, exclusive of lunch period.

9.5.1. All overtime shall be authorized or scheduled in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regular scheduled workday for the individual.

9.5.2. Emergency work at other than the normal scheduled working hours, or special scheduled working hours, shall be credited as such. This unscheduled and emergency overtime will be compensated as overtime and in the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift shall be compensated at regular time.

9.5.3. Authorized overtime shall be compensated in time periods of one-quarter (1/4) hour. Where an employee works any portion of a one-quarter (1/4) hour time period, the employee shall accrue overtime as if s/he had worked the full one-quarter (1/4) hour.

9.5.4. For purposes of computing overtime, all authorized time off in a pay status shall be considered as time worked.

9.5.5. There shall be no practice of compensatory time off except by mutual agreement between the employee and the manager/designee. Compensatory time shall be earned at the rate of one and one half (1-1/2) times the regular rate. With mutual agreement, compensatory time may be earned as a mix of time off and paid time (for example, one hour of straight time, one half-hour of time off).

1 **9.5.6.** All hours worked on a regular scheduled day off will be compensated as
2 overtime providing the employee has been in pay status a minimum of forty (40) hours, exclusive of
3 overtime, in the workweek.

4 **9.6. Physical Call-Out:** A minimum of four (4) hours at the overtime rate shall be allowed
5 for each call-out where the employee is called and returns to a designated work site after completing
6 his/her regular shift and leaving the work site. Where such overtime exceeds four (4) hours, the
7 actual hour worked shall be allowed at overtime rates. This shall include travel time from the
8 employee's residence to the designated work site or place of assignment. Scheduled non-work days
9 are not subject to call-out pay when the employee is scheduled for overtime work.

10 **9.6.1. Technological Call-Out (TCO):** A TCO is where an employee is called to
11 return to duty and performs those duties via telephone, facsimile, computer or similar electronic
12 device that does not require returning to a designated work site. If the time required responding to
13 the TCO exceeds nine (9) minutes, then a minimum of thirty (30) minutes pay at the overtime rate
14 shall be given. If the time exceeds thirty (30) minutes (or aggregate time of multiple TCOs exceeds
15 thirty (30) minutes), then a minimum of one (1) hour of pay at the overtime rate shall be given. Any
16 TCO or aggregate TCOs exceeding one (1) hour shall be compensated for at the overtime rate for all
17 actual time worked.

18 **9.7. Standby:** Standby is off duty time during which an employee is required to restrict
19 her/his activities and be available to report to work. Employees assigned to standby status in writing
20 shall be compensated at the rate of ten percent (10%) per hour for all hours spent on standby. If
21 called to work the employee shall cease being paid standby and be paid in accordance with Section
22 9.7.

23 **9.8. Professional Licenses and Certifications:** Employees compensated under this section,
24 when requested by the manager/designee, are required to show proof of having a current, valid
25 license or certificate.

26 **9.9. Professional License:** Employees may be required to have one (1) or more current
27 Washington State professional licenses in the branches of Civil, Electrical, Hydraulic, Industrial,
28 Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, Geology or

1 Illumination shall be paid an additional one hundred dollars (\$100.00) per month If the professional
2 license is not required but related to the employee's work, they will receive fifty dollars (\$50.00) per
3 month. It is agreed to by the County and the Union that no employee will be removed from an
4 existing position because of a lack of license(s)/certification(s).

5 **9.9.1. Professional Certifications:**

6 **9.9.1.1.** Within the terms of this Agreement, certification includes, and is
7 limited to, International Conference of Building Officials Certifications in Building Inspection, Code
8 Enforcement Officers, Landscape Architecture, Certified Floodplain Manager, Mechanical,
9 Plumbing, Combination Inspector, Fire and Plans Examiner, and State Certified Public Accountant.

10 **9.9.1.2.** During the term of this Agreement, additional certifications may be
11 added by mutual agreement of the parties to this contract.

12 **9.9.1.3.** All Employees who have one or more valid certifications as described
13 in Section 9.9.2.1 above in a discipline directly applicable to their employment, shall be paid an
14 additional fifty (\$50.00) dollars per month.

15 **9.9.2. License/Certification Fees:** The County will reimburse for the original (if
16 original was required and obtained by employee after KC employment) and each renewal cost of the
17 required license(s)/certification(s) and will reimburse the cost of continuing education
18 courses/materials required to maintain those license(s)/certification(s), excluding travel expenses.

19 **9.9.3. Reopener for Professional License and Certification:** The County and
20 Union agree to reopen Article 9 of this CBA in the event the Washington State Legislature enacts
21 legislation requiring continuing education credits for the holders of professional licenses and/or
22 certifications, as identified in Article 9.9.1 and 9.9.2 herein. The purpose of this reopener is to
23 discuss appropriate compensation adjustments in light of the new requirements.

24 **9.10. Haz Mat:** Employees required by the County to perform duties in an air-purifying
25 respirator and chemical-resistant clothing shall receive a five percent (5%) wage premium for all
26 duties performed while so outfitted.

27 **9.11. Defense and Indemnification:** In accordance with KCC Chapter 4.13, whenever an
28 employee or former employee is named as a defendant in a civil or criminal action arising out of the

performance of the employee's duties and is acting within the scope of employment, the County shall, at the written request of the employee, furnish counsel (or, solely at the County's discretion, reimburse the employee the cost of their private counsel) to represent the employee to a final determination of the action, without cost to the employee. To have the benefit of such legal representation and indemnification, the employee must have acted in good faith, with no reasonable cause to believe such conduct was unlawful, and within the scope of their county employment. All questions as to whether the employee is entitled to indemnification shall be decided by the chief civil deputy prosecuting attorney in accordance with KCC 4.13.020(B).

9.12. Boot Allowance: Pursuant to MLA Article 32. Eligible employees who are required by the County to wear a specified type of safety boot, will receive a reimbursement, voucher or replacement item, in the amount determined by the policy and procedures established by their Department.

ARTICLE 10: HOURS OF WORK

10.1. Workweek: The standard workweek for all employees shall consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the lunch period, and not to exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. The working hours of each day shall normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts and alternate and flex workweeks are recognized as provided under Section 10.4. It is understood that the standard workweek and/or normal working hours of some positions do not fall within standards provided in this provision, as outlined above, and are not eligible for the premium under Section 10.5.

10.2. Flood Emergency: In the event of a flood emergency, the normal working hours of employees may be changed, provided that eight (8) hours advance notice is given. The normal flood emergency shift shall be of twelve (12) hours duration. Standby and/or alert status shall not be used to circumvent the required eight (8) hours notice.

10.2.1. Disaster/Emergency Response: Includes, but is not limited to, natural disasters, chemical releases, power outages or terrorist threats.

10.2.2. Dependent upon the nature of the disaster/emergency, employees deemed to be essential personnel are required to report for work. Depending on the nature of the

1 disaster/emergency, essential personnel may vary. The County will make every effort to identify
2 essential personnel prior to disaster/emergency situations.

3 **10.3. Breaks:** Employees shall receive fifteen (15) minutes paid rest period for each work
4 period of four (4) hours or more. Rest periods shall be taken as near as possible to the mid-point of
5 each four (4) hour work period. No employee shall be required to work more than three (3) hours
6 without a rest period. Employees shall be allowed an unpaid meal period of at least thirty (30)
7 minutes which shall commence no less than three (3) hours nor more than five (5) hours from the
8 beginning of the work shift. Rest and meal periods may not be combined.

9 **10.4. Alternate, Part-Time and Flex Workweeks:** Notwithstanding Section 10.1 an
10 alternate, part-time and/or flex workweek may be implemented during the term of this Agreement
11 upon approval by the manager/designee. Specific conditions for an alternate, part-time and/or flex
12 workweek shall be subject to written agreement between the manager/designee and the employee
13 prior to implementation. The conditions must include, but are not limited to, the date the alternate
14 and/or flex workweek begins and when and under what circumstances the agreement will terminate
15 or be renewed. Holidays and overtime will be compensated in accordance with the terms of this
16 Agreement. For purposes of this Agreement, "flex" is defined as having different start/quit times
17 scheduled for each workday of the workweek, and "alternate" is defined as the number of hours
18 and/or days scheduled for work during a workweek.

19 **10.5. Exceptional Work Schedules:** The County may make temporary changes to normal
20 working hours where circumstances require that work must be performed outside of the normal
21 working hours, providing that the changes are made in whole workdays. Working hours as provided
22 under Sections 10.1 and 10.4 shall be excluded from an exceptional work schedule.

23 **10.5.1.** Assignment of employees to exceptional work schedules will be done first by
24 requesting qualified volunteers. If no volunteers are secured, or if specific skills are required, then
25 assignments will be made at the discretion of management.

26 **10.5.2.** An employee assigned to an exceptional work schedule shall be eligible for
27 ten (10) percent above her/his base hourly rate for all work performed outside the normal working
28 hours. Overtime shall apply to work performed in accordance with Article 9.6.

1 **10.5.3.** Assignments of less than seven (7) days duration may be made by providing a
2 minimum of twenty-four (24) hours notice to the employee, and forty-eight hours (48) where
3 possible; except for emergencies. Assignments of an indeterminate period beyond seven (7) days
4 may be made by providing a minimum of seven (7) calendar days notice to the employee. The day
5 upon which the employee receives notice of an exceptional work schedule shall constitute the first
6 day of notice.

7 **10.6. Telecommute:** Employees may be eligible to telecommute in accordance with the
8 County's Telecommuting Policy.

9 **ARTICLE 11: VEHICLES**

10 Persuant to MLA Article 24 and the following:

11 **11.1.** No employee within the bargaining unit shall be required, as a condition of
12 employment, to provide a personal automobile for use in County business.

13 **11.2.** Overnight storage of a County vehicle at a secure County facility may be allowed
14 provided it can be demonstrated that the employee normally begins or ends the workday in the field
15 and the distance to the overnight storage site is less than a return trip to the employee's main office, if
16 approved by the Department Director.

17 **11.3.** The assignment of take-home privileges for 24-hour vehicle assignments, whereby an
18 employee shall be permitted to park such a vehicle at his/her residence overnight, shall be made by
19 the Department Director or Designee. The assignment shall be in accordance with department
20 standards. The standards will be reviewed annually and subject to updating following the review.
21 Any change will be negotiated.

22 **11.4.** The employee shall be notified of any change in vehicle assignment fourteen (14) days
23 prior to the implementation.

24 **11.5.** Compensation for hourly employees with assigned vehicles will be in accordance with
25 the applicable FLSA rules and regulations.

26 **11.6.** Employees with take-home privileges are required to submit any reports or other
27 documents required by the County when requested.

28 **11.7.** The assignment of vehicles and/or take-home privilege shall be reviewed at least

1 annually or more often depending on business needs. For example, seasonal duties, light duty,
2 change in assignment, etc.

3 **ARTICLE 12: EMPLOYEE RIGHTS**

4 **12.1.** The off-duty activities of employees shall not be cause for disciplinary action unless
5 said activities are detrimental to the employee's work performance or the program of the agency.

6 **12.2.** If the County determines to bring disciplinary action against an employee, the employee
7 shall be apprised of his/her rights of appeal and representation as provided for in the Grievance
8 Procedure of this Agreement.

9 **12.3.** The County may issue a written reprimand, suspend, demote, or discharge a regular
10 employee for just cause.

11 **12.4.** Counseling and warnings whether issued in writing or given orally are considered
12 notice not discipline and will not be used for determining progressive discipline.

13 **12.5.** Employees hired into regular positions will serve a six (6) month probation period. The
14 probation period may be extended by the manager/designee at his/her discretion, not to exceed one
15 (1) year. The probation period may also be waived by the manager/designee at his/her discretion.
16 Probation for employees who are placed in lieu of layoff or who bump in lieu of layoff will be
17 governed by both this section as well as Article 15 which provides that an employee who is placed or
18 bumps into another position in lieu of layoff after receiving a layoff notice, is subject to probation as
19 may be required by Career Service Rules, however, the "at will" element of probation is not
20 applicable to such employees. If it is determined during the probationary period that the employee is
21 not qualified or cannot perform in a satisfactory manner, the employee will be transferred or laid off
22 and referred back to Career Support Services,

23 **ARTICLE 13: TEMPORARY EMPLOYEES**

24 Pursuant to MLA Article 17 and the following:

25 **13.1.** The duration of King County temporary employee assignments will be administered in
26 accordance with the King County Code and 2005 King County Personnel Guidelines. KCC 3.12.010
27 provides that short term temporary employees shall be limited to 910 hours in a rolling calendar year
28 in work units in which a thirty five hour work week is standard, or be limited to 1040 hours in a

1 rolling calendar year in work units in which a forty hour work week is standard.

2 **13.2.** Individuals offered short-term temporary or term-limited temporary employment shall
3 meet the same pre-employment standards as applicants for regular employment. A copy of the
4 standards used shall be provided, upon request, to the Union.

5 **13.3.** If the short-term temporary or term-limited temporary employee subsequently receives
6 regular employment in the same classification, the probationary period, or part thereof, may be
7 waived by the manager/designee.

8 **13.4.** Where the Agreement is silent, short-term temporary and term-limited temporary
9 employees are governed by provisions of the King County Code, as modified.

10 **13.5.** The County performs an annual review of short-term and term-limited temporary
11 employee usage called the Body of Work Review. The County will annually meet with the Union to
12 discuss the results of the review, and provide any relevant documentation.

13 **ARTICLE 14: UNION REPRESENTATION**

14 **14.1.** Authorized representatives of the Union may, after notifying the County official in
15 charge, visit the work location of employees covered by this Agreement at any reasonable time for
16 the purpose of investigating grievances.

17 **14.2.** The Executive Director and/or Representative shall have the right to appoint a steward
18 at any location where members are employed under the terms of this Agreement. The Union will
19 furnish the County's Labor Negotiator with the names of stewards when appointed. The steward
20 shall be allowed reasonable time to perform steward duties during regular working hours.

21 **14.3.** Union stewards or other County employees representing union interests during contract
22 negotiations are authorized to meet with County management during the working hours without loss
23 of pay, but shall not be eligible for overtime for such activities. The Union will limit its
24 representation to two (2) County employees from DPER, DNRP, DOT and one (1) County employee
25 from DES, during negotiations held on County time, except where through mutual agreement it is
26 deemed to be in the best interests of the parties to exceed such limit.

27 **14.4.** Where allowable, the County shall make available to the Union any meeting space,
28 rooms, etc., for the purpose of conducting Union business, where such activities would not interfere

1 with the normal work of the department, provided however, the Union may not hold mass meetings
2 in such facilities.

3 **14.5. Union Leave:** Pursuant to MLA Article 22.

4 **14.6.** Written policies, rules, or directives affecting the terms and conditions of this
5 Agreement shall be provided to the Union upon request.

6 **14.7. Bulletin Boards:** Pursuant to MLA Article 23.

7 **14.8. Electronic Mail:** Pursuant to MLA Article 23.

8 **ARTICLE 15: REDUCTION IN FORCE/SENIORITY**

9 **DEFINITIONS:**

10 **a. Seniority:** Bargaining unit seniority shall be defined as the total service with King
11 County in the bargaining unit. Effective upon implementation of this agreement, seniority accrual
12 will be adjusted when in a non-pay status for more than thirty (30) consecutive days. For time in a
13 non-pay status exceeding thirty (30) days, the adjustment will include the initial thirty (30) days.
14 Employees working a part-time schedule will receive prorated seniority based on the full-time work
15 schedule in the work unit, as defined in Article 10.1. An employee who leaves County employment
16 for more than five (5) years will lose all accrued seniority. An employee who has left the bargaining
17 unit for any duration but remains in County employment will be credited for prior service in the
18 bargaining unit, including time spent as an FTE, TLT, or Short-Term temporary employee, if rehired
19 into a bargaining unit position. An employee who has not completed his/her probationary period in a
20 bargaining unit classification will be included on the seniority list in the last bargaining unit
21 classification in which s/he previously held regular status, if any. In the event there are two (2)
22 employees having the same bargaining unit seniority, the County will consider ability and skill to be
23 the determining factor on retention.

24 **b. DPER:** For purposes of this Article, the Department of Permitting and
25 Environmental Review will be considered a Division.

26 **15.1. Pre-Layoff Process:**

27 **a. Reassignment:** The County will conduct a process of reassigning employees to
28 occupied or vacant positions for the purpose of attempting to layoff the least senior employee in the

1 classification slated for reduction. Employees who are reassigned to occupied or vacant positions
2 within their respective Division will not be required to serve a probation period. Employees who are
3 similarly reassigned to occupied or vacant position outside their division may be required to serve a
4 probationary period as provided under Article 12 of this agreement. However, employees may refuse
5 reassignment outside of their Division and consequently may elect to be laid off and exercise any
6 bumping rights pursuant to the terms of this agreement. This management directed process is not
7 grievable.

8 **b. Mitigation:** The County and the Union shall jointly endeavor to find ways to
9 minimize and/or mitigate the number of employees who must be laid off (*e.g.*, look for other non-
10 staff related cost savings, voluntary reassignment, reassign employees to vacant positions, temporary
11 placement in other departments, or consider leaves of absence.)

12 **15.2. Notice to Union and Affected Employees:**

13 **a.** When a reduction in force is anticipated, the County will notify the Union
14 Representative at least five (5) calendar days prior to layoff notices being presented to the affected
15 employee(s). The notice will include the name of the division(s), classification(s), and employee(s)
16 identified for layoff.

17 **b.** When layoffs are anticipated during the regular budget process, the County will notify
18 the Union and affected employee in writing at least sixty (60) calendar days in advance of any
19 anticipated layoff. This provision only applies to initial notification and does not apply to subsequent
20 layoff due to bumping. Those subsequent layoffs will receive a minimum thirty (30) day notice.

21 **c.** In the event the County has a legitimate business reason for doing so, the initial notice
22 requirement can be reduced to a minimum of thirty (30) days in advance of the anticipated layoff.
23 The County shall provide written notice to the Union of their legitimate business reason. The
24 shortened time frame for notification shall serve as an exception and shall be used sparingly.

25 **15.3. Bumping:** Bumping shall not result in a promotion. An employee will have five (5)
26 working days from the time of written notification of layoff to notify the County of his/her intent to
27 exercise his/her bumping rights. The employee's written notice must include the classification(s)
28 within his/her classification series, listed by preference, in which s/he proposes to bump. An

1 employee will forfeit his/her bumping rights if his/her written notice is not submitted within five (5)
2 working days or the County has not accepted a late filing of the notice. The County will, if it
3 determines that there are warranting circumstances, accept a late-filed notice from an employee.

4 **15.3.1. Qualified to Bump:** The County shall make a reasonable and rational
5 determination in deciding whether or not an employee is qualified to bump into another position and
6 whether the employee can achieve a satisfactory level of job performance within the probationary
7 period. If the employee is deemed not qualified to bump the County shall provide the
8 employee/Union with written notice and documentation of the reasons and rationale for that
9 determination.

10 **15.3.2. Bump Options:** The following are the options to be considered, in order, for
11 a laid off employee:

12 **15.3.2.1.** If an employee's adjusted seniority date in the bargaining unit is
13 before January 1, 1986, s/he shall first elect to bump the least senior bargaining unit employee in
14 his/her division and classification for which s/he is qualified. If the employee is unable to bump
15 within his/her division, s/he may then elect to bump the least senior bargaining unit employee in
16 his/her classification for which he/she is qualified. If the employee is unable to bump into his/her
17 classification as described above, s/he may then elect to bump the least senior employee in his/her
18 same classification series in the same division for which s/he is qualified. If the employee is unable
19 to bump within the division, s/he may then elect to bump the least senior bargaining unit employee in
20 his/her classification series for which s/he is qualified. The employee may decline to bump across
21 divisions and elect to bump under Sections 15.3.2.2-4 or be laid-off.

22 If an employee's adjusted seniority date in the bargaining unit is after January 1, 1986, s/he
23 may:

24 **15.3.2.2.** Bump the least senior bargaining unit employee within the same
25 division and classification for which she/he is qualified.

26 **15.3.2.3.** Bump the least senior bargaining unit employee within the same
27 division into a lower paying classification in his/her same classification series for which she/he is
28 qualified.

1 **15.3.2.4.** Bump the least senior bargaining unit employee within the same
2 division into a lower paying classification s/he has previously regularly occupied for which she/he is
3 qualified.

4 **15.3.2.5.** Bump the least senior bargaining unit employee within the same
5 division into a lateral classification (one that has the same rate of pay) for which s/he is qualified and
6 has previously served a probationary period or had probation waived by the County or a classification
7 directly derived from the same pre-class/comp project classification at the same or lower rate of pay.

8 **15.3.3. Continued Employment:** An employee identified for layoff will retain
9 employment with the County at their current rate of pay until the County has completed the bumping
10 process. In the event a grievance has been filed pertaining to the layoff process, the employee will
11 retain employment with the County at their current rate of pay until the grievance process has
12 concluded and a final determination has been made.

13 **15.4. Reduction in Force Grievance Process:** In the event the Union disputes the County's
14 determination of an employee's qualifications to bump or be recalled into another position, the Union
15 may file a grievance using the following process. The Union will have five (5) working days from
16 notice of the County's determination to file a grievance with the Division Director. The Division will
17 have ten (10) working days to conduct a meeting with the Union and respond to the grievance. If
18 necessary, the grievance may be elevated to the Office of Labor Relations, which will have ten (10)
19 working days to make a final determination. The final determination is not arbitrable by either the
20 Union or the County.

21 **15.5. Recall:** An employee who is laid off will have recall rights to his/her previous
22 classification for two (2) years from the date of layoff, if qualified. An employee retains his/her
23 recall rights even if s/he accepts another classification or temporary position with the County. Recall
24 will be by seniority where the most senior employee in the classification series will be recalled first.
25 An employee who is laid off shall have one (1) opportunity to refuse a recall in his/her classification,
26 except if the employee is recalled to his/her previous position, in which case a first refusal will
27 terminate the employee's recall rights.

28 **15.5.1. Notice of Recall:** An employee will have ten (10) calendar days from the date

1 the notice of recall is sent by certified mail in which to notify the County of whether s/he will accept
2 the position. The County will consider the employee's failure to notify the County within ten (10)
3 calendar days as a refusal. The County will, if it determines that there are warranting circumstances,
4 accept a late-filed notice from an employee. Notices will be in writing. It is the employee's
5 responsibility to keep the County informed of his/her current address.

6 **15.5.2. Recall for Temporary Work:** The County will use bargaining unit
7 employees, in order of seniority, who are on the recall list to perform temporary bargaining unit work
8 in his/her classification series before employing anyone else, provided the employee is qualified to
9 perform the work. An employee on the recall list who is offered the work may decline the temporary
10 work without jeopardizing his/her recall rights under this section.

11 **15.6. Reinstatement:** An employee recalled within two (2) years from the time of layoff
12 will have their vacation leave accrual rate and any forfeited sick leave accruals restored.

13 **ARTICLE 16: RECLASSIFICATION**

14 Pursuant to MLA Article 14.

15 **ARTICLE 17: TRANSFER/RE-EMPLOYMENT**

16 **17.1.** Any regular employee who is promoted or laterally transfers to positions with the
17 bargaining unit and does not successfully complete the probationary period for that position, shall
18 have rights back to a vacant position in his/her former classification or class series, if qualified. If the
19 employee is not qualified, s/he will be placed on the recall list.

20 **17.1.1.** Prior to the initiation of any competitive process to fill a vacant bargaining
21 unit position, regular employees of the bargaining unit holding the same classification as that of the
22 vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Such
23 lateral transfers shall be accomplished pursuant to the following procedure:

24 **17.1.1.1.** Notification of the vacancy shall be provided to all regular
25 bargaining unit employees whose classification is the same as that of the vacant position and thus
26 eligible for lateral transfer considerations. Additional eligibility will be granted to bargaining unit
27 employees who are at the same pay rate, same classification, or higher pay rate of a classification
28 previously held pre-classification/compensation implementation. Notification to bargaining unit

1 employees will be via the King County Jobs website and posted on the designated 17A bulletin
2 board.

3 **17.1.1.2.** Eligible regular employees expressing interest in a lateral transfer
4 shall be interviewed by the manager/designee.

5 **17.1.1.3.** Interested eligible regular employees who are not selected though the
6 lateral transfer process may notify the hiring authority/designee in writing that they wish to be
7 included in the competitive examination process for that position. The notification by the employee
8 must be made within three (3) working days after notification of not being selected as a lateral
9 transfer to the individual designated by the hiring department and shall not be bound by any
10 otherwise applicable application deadline.

11 **17.1.1.4.** If none of the interested eligible regular employees are selected for
12 lateral transfer, the position will be filled through the County's hiring processes.

13 **17.2.** Nothing in this Agreement restricts the manager/designee from transferring an
14 employee to another work unit in the department to meet business needs.

15 **ARTICLE 18: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

16 Pursuant to MLA Article 26 and the following:

17 **18.1. Unfair Labor Practice Filing Timeline:** The County and the Union agree that thirty
18 (30) calendar days prior to filing a ULP complaint with PERC, the complaining party will notify the
19 other party, in writing, meet, and make a good faith attempt to resolve the concerns unless the
20 deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary
21 restraining order as relief for the alleged Unfair Labor Practice.

1 **ARTICLE 19: DURATION**

2 Pursuant to MLA Article 31.

3
4 APPROVED this 14 day of MARCH, 2018.

5
6
7
8 By: 
9 King County Executive

10
11
12 Professional and Technical Employees, Local 17:

13
14 
15 Denise Cobden
16 Interim Executive Director

Professional and Technical Employees, Local 17

Department of Natural Resources and Parks / Department of Transportation

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
2811100	286102	Business Analyst	63
2811200	286203	Business Analyst - Senior	68
7114300	712303	Capital Project Manager I	54
7114400	712403	Capital Project Manager II	59
7114500	712503	Capital Project Manager III	64
7114600	712604	Capital Project Manager IV	69
7145100	790101	Chief Structural Engineer	72
7112100	711106	Engineer I	54
7112200	711207	Engineer II	59
7112300	711310	Engineer III	64
7112400	711403	Engineer IV	69
7113100	711601	Engineering Technician I	43
7113200	711701	Engineering Technician II	47
7520100	752103	Environmental Scientist I	54
7520200	752204	Environmental Scientist II	59
7520300	752303	Environmental Scientist III	64
7520400	752402	Environmental Scientist IV	69
7521100	752503	Environmental Specialist I	47
7521200	752602	Environmental Specialist II	51
5321100	535203	Health and Environmental Investigator I	51
5321200	535302	Health and Environmental Investigator II	58
5321300	535402	Health and Environmental Investigator III	60
2441100	243102	Project/Program Manager I	53
2441200	243203	Project/Program Manager II	58
2441300	243302	Project/Program Manager III	63
5316100	532801	Site Development Specialist I	59
5316200	532901	Site Development Specialist II	64

For rates, please refer to the King County Squared Table

*Steps 1, 2, 4, 6, 8, 10 Only

Department of Permitting and Environmental Review

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
4200100	421103	Administrative Office Assistant	29
4201100	421204	Administrative Specialist I	33
4201200	421305	Administrative Specialist II	37
4201300	421403	Administrative Specialist III	41
4201400	421502	Administrative Specialist IV	46
5317200	533201	Assistant Fire Marshal	64
5311100	531101	Code Enforcement Officer I	54
5311200	531202	Code Enforcement Officer II	61
5311300	531002	Code Enforcement Officer III	64
5311400	531702	Code Enforcement Officer IV	68
7112100	711106	Engineer I	54
7112200	711207	Engineer II	59
7112300	711310	Engineer III	64
7112400	711403	Engineer IV	69
7520100	752103	Environmental Scientist I	54
7520200	752204	Environmental Scientist II	59
7520300	752303	Environmental Scientist III	64
7520400	752402	Environmental Scientist IV	69
7521100	752503	Environmental Specialist I	47
7521200	752602	Environmental Specialist II	51
5301100	533702	Fire Marshal Deputy I	54
5301200	533802	Fire Marshal Deputy II	59
5301300	533902	Fire Marshal Deputy III	62
4101100	411102	Fiscal Specialist I	34
4101200	411203	Fiscal Specialist II	38
4101300	411302	Fiscal Specialist III	42
5312100	531301	General Inspector I	54
5312200	531401	General Inspector II	59
5312300	531501	General Inspector III	64
2211200	221602	Inventory Purchasing Specialist II	46
5313100	532101	Land Use Coordinator	49
5313200	532201	Land Use Coordinator - Senior	51
5314100	532301	Permit Technician	43
5314200	532401	Permit Review Coordinator	49
5314300	532002	Permit Review Coordinator - Senior	51
5315100	532501	Plans Examination Engineer I / Plan Review Coordinator	54
5315200	532601	Plans Examination Engineer II / Plan Review Coordinator	59
5315300	532701	Plans Examination Engineer III / Plan Review Coordinator	64
2441100	243102	Project/Program Manager I	53
2441200	243203	Project/Program Manager II	58
2441300	243302	Project/Program Manager III	63
2243100	225304	Records Management Specialist	46
5316100	532801	Site Development Specialist I	59
5316200	532901	Site Development Specialist II	64
4400100	441102	Technical Information Processing Specialist I	32
4400200	441202	Technical Information Processing Specialist II	36
4400300	441302	Technical Information Processing Specialist III	40

For rates, please refer to the King County Squared Table

*Steps 1, 2, 4, 6, 8, 10 Only

Department of Executive Services - Facilities Management Division

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
7114300	712303	Capital Project Manager I	54
7114400	712403	Capital Project Manager II	59
7114500	712503	Capital Project Manager III	64
7114600	712604	Capital Project Manager IV	69
7114100	712102	Capital Project Management Technician I	42
7114200	712202	Capital Project Management Technician II	47
2215200	0223904	Contract Specialist II	61
2215300	0224004	Contract Specialist III	66
5324100	0537202	License Inspector	55
2441200	0243203	Project/Program Manager II	58

For rates, please refer to the King County Squared Table

*Steps 1, 2, 4, 6, 8, 10 Only