

**REDLINE VERSION**

**AGREEMENT BETWEEN  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND  
TECHNICAL ENGINEERS, LOCAL UNION 17, SUPERVISORS  
AND  
KING COUNTY**

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4 **AGREEMENT BETWEEN**  
5 **INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,**  
6 **LOCAL UNION 17, SUPERVISORS**  
7 **AND**  
8 **KING COUNTY**  
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10 These Articles constitute an agreement, between the King County (“County”) and the  
11 International Federation of Professional and Technical Employees, Local 17, (“Union”). This  
12 Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council  
13 (“Council”).

14 **ARTICLE 1: Purpose and Labor-Management Committee**

15 **1.1 Purpose** - The intent and purpose of this Agreement is to promote the continued  
16 improvement of the relationship between the County and its employees and to set forth the wages,  
17 hours and working conditions of such employees.

18 **1.2 Labor-Management Committee** - The County and the Union agree to establish a joint  
19 committee consisting of up to four (4) representatives for each party. Each party has the authority to  
20 unilaterally select and determine the number of representatives not to exceed four (4). The purpose  
21 of the committee is to discuss matters of concern of either party. Meetings will be held as needed and  
22 may be called by either party. Meetings will be conducted during department business hours. The  
23 party requesting the LMC will be responsible for coordinating the meeting. When possible, agenda  
24 items for the meeting will be presented to the parties prior to the meeting date. Ground rules will be  
25 developed by the first LMC. All parties understand that the LMC is not a substitute for bargaining  
26 and has no authority to amend the contract.

27 **1.3 Definitions** - All words under this Agreement shall have their ordinary and usual meaning  
28 except those words that have been defined under KCC 3.12, as amended, or which are specifically  
defined in this Agreement.

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3 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**  
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5 **2.1 Recognition** - The County recognizes the Union as the exclusive bargaining  
6 representative of all employees whose job classifications are listed in the attached Addendum "A".

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

16 **2.2.1** An employee who can substantiate, in accordance with existing law, bona fide religious  
17 tenets or beliefs that prohibit the payment of dues or initiation fees to union organizations shall pay  
18 an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable  
19 organization mutually agreed upon by the employee affected and the Union to which such employee  
20 would otherwise pay the dues and initiation fee. If the employee and the Union do not reach  
21 agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the  
22 charitable organization. The employee shall furnish written proof that such payment has been made.

23 **2.2.2** Failure by an employee to abide by the above provisions shall constitute cause for  
24 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the  
25 Union shall provide the employee and the County with thirty (30) days written notification of the  
26 Union's intent to initiate discharge action, and during this period the employee may make restitution  
27 in the amount which is overdue.

28 **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.

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**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 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.

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**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 in King 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, discipline and discharge regular employees for cause, improve efficiency, train, assign and direct the work force, develop and modify classification specifications, allocate positions to those classifications, determine work schedules, determine location of facilities, contracting out of work, and determine methods, processes and means for providing services shall remain the exclusive right of the County for the duration of this Agreement.

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

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3 **ARTICLE 4: HOLIDAYS**

4 **4.1 Holidays** - Regular, probationary, provisional and term-limited temporary employees  
5 shall be granted the following holidays with no loss of pay:  
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<b>HOLIDAYS</b>	
New Year's Day	January 1st
Martin Luther King, Jr., Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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

22 **4.2 Day of Observance** - Whenever a holiday falls upon a Sunday, the following Monday  
23 shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the  
24 preceding Friday.

25 **4.3 Personal Holidays** - Personal holidays shall be administered through the vacation plan.  
26 One (1) day shall be available for use on the first of October and one (1) day on the first of November  
27 of each year. These days shall be used in the same manner as any vacation day earned.  
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4 **ARTICLE 5: VACATIONS**

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6 **5.1 Accrual** Regular, probationary, provisional and term-limited temporary employees shall  
7 be eligible for vacation leave benefits as described in this Article except in those instances expressly  
8 provided:

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

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26 **5.1.1** Employees shall accrue vacation leave from their date of hire.

27 **5.2 Payoff** - Employees shall not be eligible to take or be paid for vacation leave until they  
28 have successfully completed their first six (6) months of County service, and if they leave County  
employment prior to successfully completing their first six (6) months of County service, shall forfeit  
and not be paid for accrued vacation leave. Employees shall be paid for accrued vacation leave to

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

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8 **5.3 Scheduling** - The manager/designee shall be responsible for establishing a vacation  
9 schedule in such a manner as to achieve the most efficient functioning of the division.

10 **5.4 Maximum Accrual** - Employees may accrue up to sixty (60) days vacation. Employees  
11 shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year.  
12 Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the  
13 vacation leave beyond the maximum amount unless the division manager has approved a carryover of  
14 such vacation leave because of cyclical workloads, work assignments or other reasons as may be in  
15 the best interests of the County.

16 **5.5 Use of Vacation** - Employees shall not use or be paid for vacation leave until it has  
17 accrued and such use or payment is consistent with the provisions of this Article.

18 **5.5.1** No employee shall work for compensation for the County in any capacity during the  
19 time that the employee is on vacation leave.

20 **5.6 Separation** - In cases of separation from County employment by death of an employee  
21 with accrued vacation leave and who has successfully completed his/her first six (6) months of  
22 County service, payment of unused vacation leave up to the maximum accrual amount shall be made  
23 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

24 **5.7 Reemployment** - If a regular employee resigns from County employment or is laid off  
25 and subsequently returns to County employment within two (2) years from such resignation or lay  
26 off, as applicable, the employee's prior County service shall be counted in determining the vacation  
27 leave accrual rate under Section 5.1.  
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3 **ARTICLE 6: SICK LEAVE**

4 **6.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees  
5 will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status up to a maximum  
6 of eight (8) hours per month. The employee is not entitled to sick leave if not previously earned.  
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8 **6.2 Vacation as an extension of Sick Leave** - During the first six (6) months of service in a  
9 leave eligible position, employees may, at the manager/designee's discretion, use any accrued days of  
10 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a  
11 leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon  
12 termination.

13 **6.3 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by  
14 an employee.

15 **6.4 Administration of Sick Leave** - The division manager/designee is responsible for the  
16 proper administration of sick leave.

17 **6.5 Restoration following Separation** - Separation from employment except by reason of  
18 retirement, layoff or for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave  
19 eligible employee as of the date of separation. Should a regular employee resign in good standing, be  
20 laid off or separated for non-disciplinary medical reasons and return to County employment within two  
21 (2) years, his/her accrued sick leave will be restored.

22 **6.6 Pay upon Separation** - An employee who has successfully completed at least five (5)  
23 years of County service and who retires as a result of length of service or who separates by reason of  
24 death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to  
25 thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's base  
26 rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

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

**6.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee

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3 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
4 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to  
5 eighty (80) hours of accrued sick leave.

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

9           **6.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:  
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11           **6.10.1** The employee's bona fide illness or incapacitating injury; provided, that:

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

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

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

23           **6.10.3** Exposure to contagious diseases and resulting quarantine.

24           **6.10.4** A female employee's temporary disability caused by or contributed to by pregnancy  
25 and childbirth.

26           **6.10.5** The employee's medical, ocular or dental appointments, provided that the employee's  
27 manager/designee has approved the scheduling of sick leave for such appointments.

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

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

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4           **B.** The family member is the employee’s spouse or domestic partner, the employee’s  
5 child, a child of the employee’s spouse or domestic partner, the parent of the employee, employee’s  
6 spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the  
7 employee’s spouse or domestic partner; and,

8           **C.** The reason for the leave is one of the following:

9                   **1.** The birth of a son or daughter and care of the newborn child, or placement  
10 with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve  
11 (12) months of the birth, adoption or placement;

12                   **2.** The care of the employee’s child or child of the employee’s spouse or  
13 domestic partner whose illness or health condition requires treatment or supervision by the employee;  
14 or

15                   **3.** Care of a family member who suffers from a serious health condition.

16           **6.11 Unpaid Leave:** An employee who has been employed by the County for twelve (12)  
17 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding  
18 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her  
19 own serious health condition, and for family reasons as provided in Section 6.10.6 combined, within  
20 a twelve (12) month period. The leave may be continuous, which is consecutive days or weeks, or  
21 intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the  
22 following conditions:

23                   **6.11.1 Birth or Adoption** - When a leave is taken after the birth or placement of a child for  
24 adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
25 only if authorized by the employee’s manager/designee.

26                   **6.11.2 Reduced Schedules** - An employee make take leave intermittently or on a reduced  
27 schedule when medically necessary due to a serious health condition of the employee or family  
28 member of the employee; and

**6.11.3 Temporary Transfer** - If an employee requests intermittent leave or leave on a  
reduced leave schedule, under Section 6.11.2 above, that is foreseeable based on planned medical  
treatment, the manager/designee may require the employee to transfer temporarily to an available

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

5 **6.12 Concurrent Time** - Use of donated leave will run concurrently with the eighteen (18)  
6 workweek family medical leave entitlement.

7 **6.13 Insurance Premiums** - The County will continue its contribution toward health care  
8 during any unpaid leave taken under Section 6.11.

9 **6.14 Return to Work from Unpaid Leave** - An employee who returns from unpaid family  
10 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

11 **6.14.1** The same position he/she held when the leave commenced; or

12 **6.14.2** A position with equivalent status, benefits, pay and other terms and conditions of  
13 employment; and

14 **6.14.3** The same seniority accrued before the date on which the leave commenced.

15 **6.15 Failure to Return to Work** - Failure to return to work by the expiration date of the  
16 leave of absence may be cause for removal and result in termination of the employee from County  
17 service.

18 **6.16 Provider Certification** - The manager/designee and employee is responsible for the  
19 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
20 be reasonably required to substantiate the health condition of the employee or family member for  
21 leave requests.

22 **6.17 Definition of Child** - For purposes of this Article, a child means a biological, adopted or  
23 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,  
24 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of  
25 self care because of mental or physical disability.  
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3 **ARTICLE 7: PAID LEAVES**

4 **7.1 Donation of Leaves**

5 **7.1.1 Vacation leave hours**

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

12 **B. Limitations** - The number of hours donated will not exceed the donor's accrued  
13 vacation credit as of the date of the request. No donation of vacation hours will be permitted where it  
14 would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

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

20 **7.1.2 Sick leave hours.**

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

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

28 **C. Return of Unused Donations** - Donated sick leave hours must be used within  
ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the  
receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick

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4 leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained  
5 in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued  
6 sick leave hours.

7 **7.1.3 No Solicitation** - All donations of vacation and sick leave made under this Article are  
8 strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any  
9 other compensation or benefits in exchange for donating vacation or sick leave hours.

10 **7.1.4 Conversion Rate** - All vacation and sick leave hours donated will be converted to a  
11 dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value  
12 will then be divided by the receiving employee's hourly rate to determine the actual number of hours  
13 received. Unused donated vacation and sick leave will be reconverted based on the donor's straight  
14 time hourly rate at the time of reconversion.

15 **7.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for paid  
16 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but  
17 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days  
18 paid leave provided;

19 **7.2.1 Notification** - The employee gives the manager/designee reasonable advance notice of  
20 the need to take time off from work for the donation of bone marrow, a kidney, or other organs or  
21 tissue where there is a reasonable expectation that the employee's failure to donate may result in  
22 serious illness, injury, pain or the eventual death of the identified recipient.

23 **7.2.2 Provider Certification** - The employee provides written proof from an accredited  
24 medical institution, organization or individual as to the need for the employee to donate bone  
25 marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the  
26 participation of the donor is unique or critical to a successful outcome.

27 **7.2.3 Time off Subject to Agreement** - Time off from work for the purpose set out above in  
28 excess of five (5) working days will be subject to the terms of this Agreement.

### **7.3 Bereavement Leave**

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

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4       **7.3.2 Use of Sick Leave in Lieu of Bereavement Leave** - An employee eligible for leave  
5 who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of three  
6 (3) working days for each instance when death occurs to a member of the employee's immediate  
7 family.

8       **7.3.3** In the application of any of the foregoing provisions, when a holiday or regular day off  
9 falls within the prescribed period of absence, it will not be charged against the employee's sick leave  
10 account nor bereavement leave credit.

11       **7.3.4 Family Defined** - Immediate family means, as used in this Article: spouse, domestic  
12 partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the employee,  
13 employee's spouse or employee's domestic partner.

14       **7.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up to  
15 three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
16 school attended by the employee's child provided; an employee requesting to use sick leave for this  
17 purpose will submit such request in writing specifying the name of the school and the nature of the  
18 volunteer services to be performed.

19       **7.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be entitled  
20 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of  
21 mileage, with the Finance Division. The employee will report back to their manager/designee when  
22 dismissed from jury service.

23       **7.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
24 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
25 This will include time required to complete any required interviews.

26       **7.7 Military Leave** - A leave of absence for active military duty or active military training duty  
27 will be granted to eligible employees in accordance with applicable provisions of state and/or federal  
28 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the  
employee and accompanied by a validated copy of military orders ordering such active duty or active  
training duty.

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

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

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

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

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3 **ARTICLE 9: WAGE RATES AND PROBATION**

4 **9.1 COLA** - Effective January 1, ~~of each year of the Agreement (years 2005-9, 2006-10 and~~  
5 ~~2007-11)~~ 2008, January 1, 2009 and January 1, 2010 the base wage rates for employees shall be  
6 increased by 90% of the CPI-W All Cities Index (September to September) with a maximum increase  
7 of six (6) percent but not less than two (2) percent. ~~In 2010, the parties will reopen negotiations~~  
8 ~~solely for the purpose of negotiating any COLA for 2011.~~

9 **9.2 Probation** - New employees shall be on probation for their first six (6) months of service.  
10 At the County's discretion, employees may have their probation period extended for up to six (6)  
11 additional months.

12 **9.2.1** An employee will not have to serve a probation if the employee moves into a position  
13 that is substantially similar to the employee's current position, or the employee has previously served  
14 a probation in the same kind of position. For example, an employee who previously completed a  
15 probation as a drainage supervisor would not have to serve a second probation as a drainage  
16 supervisor.

17 **9.3 Step Increases** - At the successful conclusion of the probation period employees who  
18 were hired at Step 1 shall be placed at Step 2 of the salary schedule and employees who were hired at  
19 Step 2 or higher may be advanced to the next step, at the discretion of the County. Employees shall  
20 receive step increases for each year of service completed thereafter (e.g., an employee shall move to  
21 Step 4 one (1) year after moving to Step 3).

22 **9.4 Overtime-** For the purposes of this Agreement, hourly employees are eligible for  
23 overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours actually  
24 worked in the work week (sick leave, vacation, holidays and other paid leave are not hours worked).  
25 When a bargaining unit member works overtime, compensation for such shall be at one and one-half  
26 times the employee's regular hourly rate as defined by the Fair Labor Standards Act (FLSA). To the  
27 extent practicable, no overtime shall be worked unless the employee has received prior approval from  
28 his/her supervisor to work the necessary overtime hours. At the discretion of management, overtime  
may be paid as compensatory time at the rate of time and one-half (1-1/2) for all hours worked in

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3 excess of forty (40) hours actually worked in the work week (sick leave, vacation, holidays and other  
4 paid leave are not hours worked), if requested by the employee and approved by the supervisor.

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6 **9.5 After Hours Support:** After hours support is off duty time during which an employee is  
7 required to be ready and able to report to work, either in person or through technological means, in a  
8 timely manner.

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10 **9.6 Physical Call-Out:** A minimum of two (2) hours at the overtime rate shall be allowed  
11 for each call-out where the employee is called and returns to a designated work site after completing  
12 his/her regular shift and leaving the work site. Where such overtime exceeds two (2) hours, the  
13 actual hour worked shall be allowed at overtime rates. This shall include travel time from the  
14 employee's residence to the designated work site or place of assignment. Saturday, Sunday and  
15 holidays are not subject to call-out pay when the employee is scheduled for overtime work.

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17 **9.7 Technological Call-Out (TCO):** A TCO is where an employee is called to return to  
18 duty and performs those duties via telephone, facsimile, computer or similar electronic device that  
19 does not require returning to a designated work site. If the time required responding to the TCO  
20 exceeds nine (9) minutes, then a minimum of thirty (30) minutes pay at the overtime rate shall be  
21 given. If the time exceeds thirty (30) minutes (or aggregate time of multiple TCOs exceeds thirty  
22 (30) minutes), then a minimum of one (1) hour of pay at the overtime rate shall be given. Any TCO  
23 or aggregate TCOs exceeding one (1) hour shall be compensated for at the overtime rate for all actual  
24 time worked.

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26 **9.8 Standby:** Standby is off duty time during which an employee is required to restrict  
27 her/his activities and be available to report to work. Employees assigned to standby status in writing  
28 shall be compensated at the rate of ten percent (10%) per hour for all hours spent on standby. If  
called to work the employee shall cease being paid standby and be paid in accordance with Section

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3 **ARTICLE 10: HOURS OF WORK & MEAL REIMBURSEMENT**

4 **10.1 Schedules** - The establishment of work schedules, **including Alternative Work**  
5 **Schedules**, is vested solely within the purview of the County and may be changed from time to time.  
6 The County will provide employees written notice of such change in the employee's regular work  
7 schedule at least fourteen (14) days prior to the change taking affect, except when the change in  
8 schedule is compelled by business necessity.

9 **10.2 FLSA** - ~~Employees covered by this bargaining unit are employed in a bona fide~~  
10 ~~executive, administrative or professional capacity and are in turn exempt from overtime payments~~  
11 ~~under the Federal Fair Labor Standards Act. FLSA- exempt b~~Bargaining unit employees are exempt  
12 from overtime payments under the Federal Fair Labor Standards Act and shall be covered under the  
13 King County Executive Leave Pay and Leave Practices for Executive Administration and  
14 Professional Employees policy (Executive Policy PER 8-1-1) and modifications thereto, and are  
15 expected to work the hours necessary to satisfactorily perform their jobs.

16 **10.2.1** Effective January 1, 2010, ~~R~~regular **FLSA-exempt** employees will receive at least  
17 ~~three (3)~~ **five (5)** days of Executive Leave during the **budgeted leave award** calendar year; provided,  
18 the employee is in an eligible **FLSA-exempt** position on January 1.

19 **10.3 Per Diem** - In the event of a bona fide emergency which is declared by the King County  
20 Executive, an employee will receive the daily meal per diem for any day in which that employee is  
21 required because of the emergency to remain at work in excess of twelve (12) consecutive hours or is  
22 required to work in excess of eight hours on a day the employee was not scheduled to work. Expense  
23 receipts are not required for reimbursement.

24 **10.51.1 Alternative Workweek and Telecommuting Schedules**

25 An alternate and/or flex workweek may be implemented during the term of this Agreement  
26 upon approval by the manager/designee. Specific conditions for an alternate and/or flex workweek  
27 shall be subject to written agreement between the manager/designee and the employee prior to  
28 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

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Agreement. For purposes of this Agreement, “flex” is defined as having different start/quit times scheduled for each workday of the workweek, and “alternate” is defined as the number of hours and/or days scheduled for work during a workweek.

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**ARTICLE 11: VEHICLES**

**11.1 Personal Vehicle** - An employee who has been authorized to use his/her own transportation on County business shall be reimbursed at the rate set by the Council by ordinance.

**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 director of the department/designee.

**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 director of the department/designee.

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3 **ARTICLE 12: CONFLICT RESOLUTION**  
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5 **12.1** The Union and the County recognize the importance of settling issues in a fair and  
6 responsible manner at the lowest possible level of supervision and to use conflict resolution methods  
7 whenever possible.

8 **12.2 Grievance Definition** - An issue raised by an employee regarding the interpretation  
9 and/or application of the express written terms of this Agreement. A grievance, to be timely, must be  
10 presented in writing to the employee's supervisor within ~~ten (10)~~ fifteen (15) workdays of the  
11 occurrence or the employee's knowledge of the event. The grievance must contain a description of  
12 the event, when the event took place and/or when the employee had knowledge of the event, the  
13 Articles allegedly violated, and the remedy sought. The Union may file a grievance on behalf of an  
14 individual(s) under the above described terms and conditions.

15 **12.3 Grievance Steps**

16 **12.3.1 Supervisor** - The supervisor shall have fifteen (15) workdays from the receipt of the  
17 grievance to address the issue with the employee. The supervisor shall respond to the grievance in  
18 writing within fifteen (15) workdays following the meeting with the employee. If the grievance is not  
19 resolved, it may be referred in writing within ten (10) workdays following the date of the supervisor's  
20 written response to the manager. If the grievance is not pursued to the manager within the ten (10)  
21 workdays, it shall be presumed resolved.

22 **12.3.2 Division Manager** - The manager/designee will have fifteen (15) workdays from  
23 receipt of the grievance to address the issue with the employee. The manager/designee shall respond  
24 to the grievance in writing within fifteen (15) workdays following the meeting with the employee. If  
25 the grievance is not resolved, it may be referred in writing within ten (10) workdays following the  
26 date of the manager/designee's written response to the Labor Negotiator. If the grievance is not  
27 pursued to the Labor Negotiator within ten (10) workdays, it will be presumed resolved.

28 **12.3.3 Labor Negotiator** - The Labor Negotiator will have thirty (30) workdays from receipt  
of the grievance to address the issue with the employee. The Labor Negotiator shall respond to the  
grievance in writing within fifteen (15) workdays following the meeting with the employee. If the  
grievance is not resolved, it may be referred in writing within ten (10) workdays following the date of

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3 the Labor Negotiator's written response to mediation/arbitration. If the grievance is not pursued to  
4 mediation/arbitration within ten (10) workdays, it will be presumed resolved.

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6 **12.3.4 Mediation/Arbitration** - Mediation shall be the last step for grievances that are not  
7 timely. The Labor Negotiator and the Union shall select a third disinterested party to serve as the  
8 mediator/arbitrator. In the event they are unable to agree, then the mediator/arbitrator shall be  
9 selected from a list of at least seven (7) names furnished by the Federal Mediation and Conciliation  
10 Service (FMCS) or American Arbitration Association (AAA), whichever source is mutually  
11 acceptable. The mediator/arbitrator shall be selected from the list by each party alternately striking a  
12 name from the list until one name remains. The Union shall have the first strike from the list and the  
13 parties will rotate the first strike for each grievance. The mediation process will proceed with the  
14 parties making a good faith attempt to reconcile their differences. A mediated grievance, if timely,  
15 will move to the arbitration phase only after the mediator and one of the two parties to the dispute  
16 declare impasse. A formal arbitration hearing on timely grievances can be held at the request of  
17 either party without going through the mediation process. The mediator cannot serve as the  
18 arbitrator.

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

22 **B.** No matter may be arbitrated which the County, by law, has no authority over or  
23 has no authority to change.

24 **C.** There shall be no strikes, cessation of work or lockout during mediation or  
25 arbitration.

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

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

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

**12.6 Unfair Labor Practice (ULP)** - The parties agree that thirty (30) days prior to filing a ULP complaint with the 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.

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

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3 **ARTICLE 13: REDUCTION IN FORCE**  
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5 **13.1 Order of layoff** - In the event of a reduction in force due to lack of work, lack of funds  
6 or considerations of efficiency, layoffs of regular employees shall be by position. The positions to be  
7 laid-off shall be at the sole discretion of management. In lieu of laying off a regular employee, the  
8 Director of the Human Resources Division (HRD) may reassign such employee to a comparable,  
9 vacant position, when the Director of HRD determines such reassignment to be in the best interest of  
10 the County.

11 **13.2 Vacant Positions**

12 **13.2.1** An employee subject to layoff can be placed in a vacant bargaining unit position in the  
13 same classification, if qualified. If placed, the employee cannot bump.

14 **13.2.2** An employee subject to layoff may be offered a vacant bargaining unit position in a  
15 lower paid classification, if qualified. If the employee accepts the position, he/she cannot bump.

16 **13.3 Bumping**

17 **13.3.1** An employee subject to layoff who is not placed in a vacant position as provided in  
18 Section 13.2 may bump the least senior employee in the same classification within his/her division, if  
19 qualified.

20 **13.3.2** An employee subject to layoff who cannot bump as provided in Section 13.3.1 may  
21 bump the least senior employee in a lower paid classification in his/her division, if qualified;  
22 provided, the employee who elects to bump has more bargaining unit seniority than the employee  
23 who is being bumped.

24 **13.3.3** An employee subject to layoff who cannot bump within the division as provided in  
25 Sections 13.3.1 or 13.3.2 may bump a less senior employee in the position the employee last  
26 regularly held; provided, the employee is qualified and has more bargaining unit seniority than the  
27 employee who is being bumped.

28 **13.3.4** The County will attempt to place an employee subject to layoff who cannot bump as  
provided above into a vacant position for which he/she qualifies in accordance with the County's  
Workforce Management Program, or modifications thereto.

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4 **13.3.5 Bargaining Unit Seniority** - For purposes of this Agreement, bargaining unit  
5 seniority includes all continuous regular service in a position listed in Addendum A.

6 **13.4 Classification Seniority** - Seniority is within classification and bargaining unit and shall  
7 be applied as noted above.

8 **13.4.1 Retention of Seniority** - A regular employee who leaves a position covered under this  
9 Agreement and is rehired within two (2) years does not accrue or forfeit seniority during the period of  
10 absence.

11 **13.5 Qualification** - Qualification will be determined by the County.

12 **13.6 Recall**

13 **13.6.1** An employee who is laid off will be recalled to a vacant position in his/her  
14 classification, if qualified.

15 **13.6.2** An employee who is laid off will be recalled to a vacant position in a lower  
16 classification, if qualified.

17 **13.6.3** Recall will first be by classification seniority for filling a position in his/her  
18 classification, or bargaining unit seniority for filling a position in a lower classification.

19 **13.6.4 Notice of Recall** - An employee will have ten (10) days from the date the notice of  
20 recall is sent by certified mail in which to notify the County of whether he/she will accept the  
21 position. The County will consider the employee's failure to notify the County within ten (10) days  
22 as a refusal; however, if the County determines that there are warranting circumstances, it may accept  
23 a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep  
24 the County informed of his/her current address.

25 **13.7 Reinstatement** - An employee recalled within two (2) years from the time of layoff will  
26 have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff, and  
27 vacation leave accrual rate restored and adjusted for the period of layoff.  
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3 **ARTICLE 14: PROFESSIONAL REGISTRATION AND CERTIFICATION**  
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5 **14.1 Introduction** - To encourage and support professional development and to provide for  
6 the employment of qualified personnel in appropriate classifications, the County will provide  
7 compensation for professional licenses and certifications in accordance with this Article. Such  
8 compensation shall only be paid to those employees who as of the date the Agreement was ratified  
9 have a current, valid professional certification in a discipline directly applicable to their employment.

10 **14.2 Certifications** - All employees employed on February 13, 1998 who had a current, valid  
11 certification as listed in Section 14.2.1 in a discipline directly applicable to their employment, shall  
12 be paid a premium of fifty dollars (\$50) per month. In the event the employee's certificate becomes  
13 invalid, for whatever reason, he/she shall no longer be eligible for the additional compensation.

14 **14.2.1** Within the terms of this Agreement, certification is limited to certified incinerator and  
15 landfill operators, sign and marking technicians, signal technicians, bridge inspectors and heavy duty  
16 mechanic as deemed appropriate by the County.

17 **14.3** Employees who are not eligible for the above compensation under Section 14.2 will be  
18 reimbursed for training, examination and fee costs that are required to obtain or maintain one of the  
19 above listed professional licenses which directly apply to their position.  
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3 **ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION**  
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5       **15.1** It is understood by the parties that an employee may be assigned in writing to perform  
6 the preponderance of the duties of a higher classification by the division manager/designee.

7       **15.2** An employee assigned in writing by his/her division manager/designee to a higher  
8 classification will be paid at the first step of the range assigned to the higher classification or at a step  
9 that most closely approximates five percent (5%) above the employee's salary prior to the  
10 assignment, whichever is higher.

11       **15.3** The County may assign an employee to perform the work of a higher classification for  
12 up to a full workweek without additional compensation. If the employee is assigned to perform the  
13 work of the higher classification for a full work week or more the employee will be paid for all time  
14 performing the work of the higher classification in accordance with Section 15.2.

15       **15.4** If the employee is required to work out-of-class for more than sixty (60) days, the Union  
16 may request a meeting for the sole purpose of clarifying why the employee is still working out-of-  
17 class.

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3 **ARTICLE 16: UNION REPRESENTATION AND EMPLOYEE RIGHTS**  
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5 **16.1 Union Representation**

6 **16.1.1** Authorized representatives of the Union may, after notifying the County official in  
7 charge, visit the work location of employees covered by this Agreement at any reasonable time for  
8 the purpose of investigating grievances.

9 **16.1.2** The Business Manager and/or representative shall have the right to appoint a steward  
10 at any location where members are employed under the terms of this Agreement. The Union shall  
11 furnished the County with the names of stewards so appointed upon request.

12 **16.1.3** Written policies, rules, or directives affecting the terms and conditions of this  
13 Agreement shall be provided to the Union upon request.

14 **16.2 Employee Rights**

15 **16.2.1** The off-duty activity of an employee shall not be subject to disciplinary action unless  
16 said activity is job related or occurs on County property.

17 **16.2.2** If at any level the County determines to bring disciplinary action against an employee  
18 for any reason, the employee shall be apprised of his/her rights of appeal and representation as  
19 provided for in the Conflict Resolution procedures under Article 12 of this Agreement.

20 **16.2.3** The County may suspend, demote, or discharge a regular employee for just cause.  
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3 **ARTICLE 17: MISCELLANEOUS**  
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5 **17.1 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state  
6 and county regulations and ordinances with regard to the drug free workplace.

7 **17.2 Training** - The County recognizes the mutual benefit to be attained by affording  
8 training opportunities to employees and shall provide information and access to training opportunities  
9 for its employees, within budgeted appropriations. The training opportunities shall be guided by, but  
10 not limited to, the overall objectives of encouraging and motivating employees to improve their  
11 personal capabilities in performance of specific tasks.

12 **17.3 Equal Employment Opportunity** - The County or the Union shall not unlawfully  
13 discriminate in employment on the basis of race, color, religion, national origin, age, creed, marital  
14 status, sex, sexual orientation or on the presence of a sensory, mental or physical disability.

15 **17.4 Bulletin Boards** - The County agrees to permit the Union to post on County bulletin  
16 boards announcement of meetings, election of officers, and any other Union material, providing there  
17 is sufficient space, beyond what is required by the County for “normal” operations.

18 **17.5 Biweekly Payroll** – If during the life of this Agreement the Council or Executive adopts  
19 a biweekly payroll plan, the parties agree to adopt the plan.  
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3 **ARTICLE 18: GENERAL PROVISIONS**  
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5 **18.1 Savings Clause** - Should any part hereof or any provision herein contained be rendered  
6 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by  
7 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this  
8 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such  
9 invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining  
10 parts or provisions shall remain in full force and effect.

11 **18.1.1** The County and the Union and the employees covered by this Agreement are  
12 governed by applicable county ordinances, and said ordinances are paramount except where they  
13 conflict with a provision of this Agreement.

14 **18.2 Work Stoppages and Employer Protection** - The County and the Union agree that the  
15 public interest requires efficient and uninterrupted performance of all county services and to this end  
16 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the  
17 Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to  
18 perform any customarily assigned duties, sick leave absence which is not bona fide or other  
19 interference with county functions by employees under this Agreement, and should same occur, the  
20 Union agrees to take appropriate steps to end such interference. Any concerted action by any  
21 employees in the Union shall be deemed a work stoppage if any of the above activities have occurred.

22 **18.2.1** Any employee participation in such work stoppage or in other ways committing an act  
23 prohibited in this Article shall be considered absent without authorized leave and shall be considered  
24 to have resigned.  
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**ARTICLE 19: DURATION**

19.1 This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the Council and shall remain in effect through December 31, 2007.

19.2 Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so prior to August 1, 2007.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005

By \_\_\_\_\_  
King County Executive

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Raymond R. Goforth  
Union Representative  
International Federation of Professional and  
Technical Engineers, Local 17, AFL-CIO

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**Memorandum of Understanding**

**Between**

**King County**

**And**

**IFPTE, Local 17(F)**

**Subject: Family Medical Leave**

Employees shall be entitled to family medical leave, as provided by the King County Family Medical Leave Act, the federal Family Medical Leave Act, and any Washington state laws that provide for family medical leave. The labor agreement will be interpreted and administered to be consistent with the leaves. When not in conflict, the terms of the contract will prevail.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005

By \_\_\_\_\_  
King County Executive

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Raymond R. Goforth  
Union Representative  
International Federation of Professional and  
Technical Engineers, Local 17, AFL-CIO

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**Memorandum of Understanding**  
**Between**  
**King County**  
**And**  
**IFPTE, Local 17(F)**

**Subject: 2004 Wage Increases**

**1. COLA:** The wage rates for 2004 will be increased by the cost of living adjustment (COLA) which was 2.03%.

**2. Retroactive Payments:** The COLAs for 2004 will be retroactively paid to those regular and retired employees who were employed in a covered classification during 2004 and who are still employed with the County at the time this Agreement is ratified by the membership, except retirees who will receive the retroactive wage increases for the periods of their employment during 2004.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005

By \_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Raymond R. Goforth  
Union Representative  
International Federation of Professional and  
Technical Engineers, Local 17, AFL-CIO