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**Coalition Labor Agreement (CLA) - Appendix for 066
Agreement Between King County
And
PROTEC17**

**Representing Section Managers in the Departments of Natural Resources & Parks (Solid Waste
and Water and Land Resources), Local Services (Permitting and Roads), and Executive
Services (Airport and Fleet)**

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1 These Articles constitute an agreement between King County (“County”) and the PROTEC17
2 (“Union”). This Agreement shall be subject to approval by Ordinance by the Metropolitan King
3 County Council (“Council”).
4

5 **ARTICLE 1: DEFINITIONS**

6 All words under this Appendix shall have their ordinary and usual meaning except those
7 words that have been defined under KCC 3.12, as amended, or which are specifically defined in this
8 Appendix or the CLA.
9

10 **ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT**

11 The CLA shall apply to the individual bargaining unit’s employees as follows:

12 **Section 2.1** The preamble in its entirety

13 **Section 2.2** All superseding and non- superseding provisions, unless otherwise noted in this
14 Appendix, Section 2.3 or the CLA.

15 **Section 2.3** The following non-superseding provisions do not apply to this bargaining unit:

- 16 • CLA Article 33 After Hours Support

17 **Section 2.4** For ease of reference, the following provisions, which were previously listed in
18 this Appendix, are covered in their entirety by the CLA:

- 19 • Bereavement Leave pursuant to CLA Article 8
- 20 • Bulletin Boards pursuant to CLA Article 23
- 21 • Conflict Resolution pursuant to CLA Article 26
- 22 • Donation of Leaves pursuant to CLA Article 6
- 23 • Duration pursuant to CLA Article 41
- 24 • EEO pursuant to CLA Article 39
- 25 • Employee rights (in Discipline) pursuant to CLA Article 27
- 26 • Holidays pursuant to CLA Article 10
- 27 • Internal Hiring Examinations pursuant to CLA Article 35
- 28 • Jury Duty pursuant to CLA Article 5

- 1 • Leave- Organ Donors pursuant to CLA Article 36
- 2 • Maximum Accruals pursuant to CLA Article 9
- 3 • Medical/Dental and Life Insurance pursuant to CLA Article 25
- 4 • Sick Leave pursuant to CLA Articles 3, 11 and 31
- 5 • Training pursuant to CLA Article 12 and 44
- 6 • Total Compensation pursuant to CLA Article 29
- 7 • Union membership pursuant to CLA Article 37
- 8 • VEBA pursuant to CLA Article 25
- 9 • Waiver Clause pursuant to CLA Article 46
- 10 • Work Outside of Classification pursuant to CLA Article 33
- 11 • Vacations pursuant to CLA Article 32 and Appendix Article 5
- 12 • Volunteer Service pursuant to CLA Article 4

13

14 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP LIST**

15 **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining
16 representative of all employees in the Department of Natural Resources & Parks (Solid Waste and
17 Water and Land Resources), Department of Local Services (Permitting and Roads), and Department
18 of Executive Services (Airport and Fleet) whose job classifications are listed in the attached
19 Addendum “A”.

20 **3.2 Employee List** - The County will transmit to the Union, upon request but not to exceed
21 twice per year, a current listing of all employees in the bargaining unit. Such list shall indicate the
22 name of the employee, position, job classification, department and/or unit.

23

24 **ARTICLE 4: RIGHTS OF MANAGEMENT**

25 The management of the County and the direction of the work force is vested exclusively in
26 the County, except as may be limited by the express written terms of this Agreement. All matters,
27 including but not limited to, the right to hire, appoint, promote, discipline and discharge regular
28 (career service) employees for cause, improve efficiency, train, assign and direct the work force,

1 develop and modify classification specifications, allocate positions to those classifications, determine
2 work schedules, determine location of facilities, contracting out of work, and determine methods,
3 processes and means for providing services, may be administered for its duration by the County in
4 accordance with such policy or procedures as from time to time may be determined.

5
6 **ARTICLE 5: VACATION SCHEDULING**

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

9
10 **ARTICLE 6: WAGE RATES**

11 **6.1 Rates of Pay** - Wage ranges shall be as listed in Addendum A. Wage rates are available
12 on the King County Squared Table. Wage rates for regular part-time employees shall be prorated
13 based upon the ratio of hours worked to the standard 40-hour workweek.

14 **6.2 Step Movement/Merit** - Employees covered by this Agreement shall be subject to the
15 County’s ten step plan (truncated) and above top step merit pay as provided under KCC 3.15.020, as
16 amended.

17 **6.3 Professional Registration/Certification** – To encourage and support professional
18 development and to provide for the employment of qualified personnel in appropriate classifications,
19 the Department/Division will provide compensation for professional licenses and certifications
20 according to the following formula:

21 If the employee is required to hold the license/certification for their job, compensation shall
22 be paid at an additional one hundred dollars (\$100.00) per month. If the license/certification is not
23 required but is related to the employee’s work, they will receive an additional fifty dollars (\$50.00)
24 maximum per month. It is understood that the employee is responsible for costs and fees of obtaining
25 and renewing such licenses.

26 Applicable designations or professional licenses: Washington State professional license in the
27 branches of Civil, Electrical, Hydraulic, Industrial, Mechanical, Metallurgical, Sanitary, Structural,
28 Architectural, Land Surveying, Geology or Illumination; a registered architect’s license or a

1 professional designation of CPA, MAI, RM, SSA, CPM or SR/WA; International Conference of
2 Building Officials Certifications in Building Inspection, Landscape Architecture, Certified Floodplain
3 Manager, Mechanical, Plumbing, Combination Inspector, Fire and Plans Examiner, LEED
4 Certification and Living Future Certification.

5 **6.4 Meal Per Diem** - In the event of a bona fide emergency which is declared by the King
6 County Executive, an employee will receive the daily meal per diem for any day in which that
7 employee is required because of the emergency to remain at work in excess of 12 consecutive hours
8 or is required to work in excess of eight hours on a day the employee was not scheduled to work.
9 Expense receipts are not required for reimbursement.

10
11 **ARTICLE 7: HOURS OF WORK**

12 **7.1 Schedules** - The establishment of work schedules is vested solely within the purview of
13 the Departments/Divisions and may be changed from time to time. It is the policy of the County to
14 actively promote alternative and flexible work schedules.

15 **7.2 FLSA** - Employees covered by this bargaining unit are employed in a bona fide executive,
16 administrative or professional capacity and are in turn exempt from overtime payments under the
17 Federal Fair Labor Standards Act. Bargaining unit employees shall be covered under the King
18 County Executive Leave Pay and Leave Practices for Executive Administration and Professional
19 Employees policy (Executive Policy PER 8-1-2) and modifications thereto and are expected to work
20 the hours necessary to satisfactorily perform their jobs.

21 **7.2.1** Regular employees will receive at least five (5) days of Executive Leave during
22 the calendar year provided the employee is in an eligible position on January 1. Employees may
23 receive up to an additional five (5) days at the discretion of the Director or designee and pursuant to
24 the Executive Leave Policy. Executive Leave awarded must be used in that calendar year and does
25 not carry over into the next year.

26
27 **ARTICLE 8: ULP FILING**

28 The parties agree that thirty (30) days prior to filing a ULP complaint with the PERC, the

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

3
4 **ARTICLE 9: REDUCTION IN FORCE**

5 **9.1 Order of layoff** - In the event of a reduction in force due to lack of work, lack of funds or
6 considerations of efficiency, layoffs shall be by position. The positions to be laid-off shall be at the
7 sole discretion of management. In lieu of laying off a regular employee, the Director of DHR may
8 reassign such employee to a comparable, vacant position, when the Director of DHR determines such
9 reassignment to be in the best interest of the County.

10 **9.1.1** The County will attempt to place a regular employee subject to layoff in
11 accordance with the County’s Workforce Management Program, as amended.

12 **9.2 Recall** - A regular employee who is laid off will have recall rights to their previous
13 position for two years from the date of layoff. An employee retains their recall rights even if the
14 employee accepts another position with the County. An employee who is laid off shall forfeit their
15 recall rights if the laid off employee refuses a recall.

16 **9.2.1 Notice of Recall** - An employee will have ten (10) days from the date the notice
17 of recall is sent by certified mail in which to notify the County of whether the employee will accept
18 the position. The County will consider the employee’s failure to notify the County within ten (10)
19 days as a refusal; however, if the County determines that there are warranting circumstances, it may
20 accept a late notice from an employee. Notices will be in writing. It is the employee’s responsibility
21 to keep the County informed of their current address.

22 **9.2.2 Reinstatement** - An employee recalled within two (2) years from the time of
23 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of
24 layoff, and vacation leave accrual rate restored.

25
26 **ARTICLE 10: UNION REPRESENTATION AND EMPLOYEE RIGHTS**

27 **10.1 Union Representation**

28 **10.1.1** Authorized representatives of the Union may, after notifying the County

1 official in charge, visit the work location of employees covered by this Agreement at any reasonable
2 time for the purpose of employee representation.

3 **10.1.2** The Executive Director and/or Union Representative shall have the right to
4 appoint stewards. The Union shall provide the County with the names of stewards so appointed. The
5 steward will be allowed reasonable time during working hours to see that the provisions of the
6 Agreements are observed.

7 **10.2** Written policies, rules, or directives affecting the terms and conditions of this Agreement
8 shall be provided to the Union upon request.

9 **10.3** Represented employees of the bargaining unit are entitled to meal compensation
10 pursuant to King County Code 3.24.080.

11
12 **ARTICLE 11: MISCELLANEOUS**

13 **11.1 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state
14 and county regulations and ordinances with regard to the drug free workplace.

15 **11.2 Seniority and Un-Paid Leave** - Any employee who returns from unpaid family or
16 medical leave within the time provided in the CLA is entitled, subject to layoff provisions, to the
17 same seniority accrued before the date on which the leave commenced.

18 **11.3 Employee Safety During Work Stoppages** No employee of this bargaining unit shall
19 be required to cross a legal picket line sanctioned by the King County Labor Council (this section
20 does not apply to informational pickets). This section shall not apply in situations that pose an
21 imminent threat to structures or human health and/or safety. An employee encountering a picket line
22 during the course of their duties shall contact their supervisor for work instructions.

23 **11.4 Labor-Management Committee** - The parties shall convene a bargaining unit wide
24 Labor-Management Committee meeting whenever they jointly agree that such a meeting is desirable.

25 **11.5** The County and the Union and the employees covered by this Agreement are governed
26 by applicable County ordinances, and said ordinances are paramount except where they conflict with
27 a provision of this Agreement.

28 **11.6 Work Stoppages and Employer Protection** - The County and the Union agree that the

1 public interest requires efficient and uninterrupted performance of all county services and to this end
2 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
3 Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to
4 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
5 interference with county functions by employees under this Agreement, and should same occur, the
6 Union agrees to take appropriate steps to end such interference. Any concerted action by any
7 employees represented by the Union shall be deemed a work stoppage if any of the above activities
8 have occurred.

9 **11.6.1** Any employee participation in such work stoppage or in other ways committing
10 an act prohibited in this Section shall be considered absent without authorized leave and shall be
11 considered to have resigned.

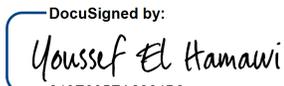
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For PROTEC17:

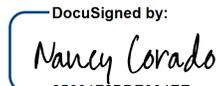
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Karen Estevenin
Executive Director

For PROTEC17:

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Youssef El Hamawi
Union Representative

For King County:

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Nancy Corado
Labor Relations Negotiator
Office of Labor Relations, Executive Office

cba Code: 066

ADDENDUM A

Union Code: C11

Wages

PROTEC17, Section Managers – DNRP, DLS, DES

Job Class Code	Peoplesoft Job Code	Classification Title	Department	Range*
1142100	114303	Administrative Services Manager	DNRP (SWD)	75
1072100	107101	Engineering Services Manager	DNRP	77
1134100	113701	Engineering Services Section Manager	DLS, DES	77
1134800	113850	Field Operations Manager - Roads	DLS	74
1077100	108603	Finance and Administrative Services Manager	DNRP	74
1072400	107401	Fiscal Services Manager - Solid Waste	DNRP	74
8750100	878101	Manager - Fleet and Warehouse Operations	DES	75
7112500	711502	Managing Engineer	DLS, DES DRNP,	74
1300100	130002	Operations Manager	DLS, DES	75
5330100	552101	Permitting Product Line Manager	DLS	72
1072200	107201	Recycling & Environmental Services Manager	DNRP	75
1134200	113801	Roads Maintenance Manager	DLS	77
1072300	107301	Solid Waste Program Planning Manager	DNRP	71
5220200	252803	Special Projects Manager III (Performance Manager)	DNRP (SWD)	72
2452100	249102	Strategic Planning Manager	DNRP (SWD)	73
1134400	114001	Traffic Engineering Manager	DLS, DES	77
1136100	114101	Transportation Systems Planning Manager	DLS, DES	75
1134700	113901	Roads Maintenance Manager and Traffic Engineering Manager - Assistant	DLS	74

* For Ranges refer to the King County Squared Salary Schedule: Steps are Truncated 1,2,4,6,8,10