

March 4, 1998
04100198

Introduced by LARRY PHILLIPS
KENT PULLEN
GREG NICKELS

Proposed No. 98-193

ORDINANCE NO. 13052

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AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and International Federation of Professional & Technical Engineers, Local 17 (Administrative Support), representing employees in the Department of Transportation; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the International Federation of Professional & Technical Engineers, Local 17, representing employees in the department of transportation and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from December 15, 1997, through and including December 14, 2000.

INTRODUCED AND READ for the first time this 16th day of March, 1998.

PASSED by a vote of 13 to 0 this 30th day of March, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON
Ronnie Miller
Chair

ATTEST:
[Signature]
Clerk of the Council

APPROVED this 8 day of April, 1998.

[Signature]
King County Executive

Attachment:
Collective Bargaining Agreement

1 AGREEMENT
2 BY AND BETWEEN
3 KING COUNTY AND THE
4 INTERNATIONAL FEDERATION OF PROFESSIONAL AND
5 TECHNICAL ENGINEERS, LOCAL 17 - ADMINISTRATIVE SUPPORT

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1 AGREEMENT BETWEEN
2 INTERNATIONAL FEDERATION OF PROFESSIONAL AND
3 TECHNICAL ENGINEERS, LOCAL 17 - ADMINISTRATIVE SUPPORT
4 AND
5 KING COUNTY
6

7 ARTICLE 1: PURPOSE

8 These articles constitute an Agreement, the terms of which have been negotiated in good faith
9 by representatives of King County and International Federation of Professional and Technical
10 Engineers, Local 17 (AFL-CIO).

11 The intent and purpose of this Agreement is to promote the continued improvement of the
12 relationship between King County (hereinafter call the County) and the employees represented by
13 International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the
14 Union) by providing a uniform basis for implementing the right of public employees to join
15 organizations of their own choosing and to be represented by such organizations in matters
16 concerning their employment relations with the County, and to set forth the wages, hours and other
17 working conditions of the bargaining unit employees, provided the County has authority to act on
18 such matters.
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1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2 **Section 1.** The Employer recognizes International Federation of Professional and Technical
3 Engineers, Local 17 as the exclusive representative of the employees in job classifications as listed in
4 attached Addendum A and Addendum B. The represented employees include all those appointed to
5 regular full-time and regular part-time positions, including probationary employees, and including
6 those in positions funded by grants or contracts.

7 **Section 2.** 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 and those who are not members on the effective date of this
10 Agreement shall become and remain members in good standing in the Union. It shall also be a
11 condition of employment that all employees covered by this Agreement and hired on or assigned into
12 the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of
13 such employment, become and remain members in good standing in the Union.

14 Provided, however, that nothing contained in this section shall require an employee to join the
15 Union who can substantiate membership in a church or religious body that, through bona fide
16 religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations,
17 in which case the employee shall pay an amount of money equivalent to regular union dues and
18 initiation fee to a non-religious charitable organization mutually agreed upon by the employee
19 affected and the bargaining representative to which such employee would otherwise pay the dues and
20 initiation fee. The employee shall furnish written proof that such payment has been made.

21 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
22 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
23 of dues or representational fees as certified by the secretary-treasurer of the Union and transmit the
24 same to the Union. The Union will indemnify, defend and hold the County harmless against any
25 claims made and against any suit instituted against the County on account of any check-off of dues
26 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
27 of the check-off provision upon presentation of proper evidence thereof.

1 Provided further that employees covered by this Agreement may decline to be members of the
2 Union and shall pay an amount of money equivalent to regular dues and initiation fee to the Union as
3 representation fee.

4 Provided further that in accordance with various decisions of the United States Supreme Court
5 employees who object to dues and fees being used for Union activities not directly related to
6 representation may decline to be members and shall pay an amount of money to the Union that is a
7 reduction of regular dues and initiation fee, as required under the law.

8 **Section 4.** Failure by an employee to abide by the above provisions shall constitute cause for
9 discharge of such employees; provided that when an employee fails to fulfill the above obligations
10 the Union shall provide the employee and the County with thirty (30) days' notification of the
11 Union's intent to initiate discharge action and during this period the employee may make restitution
12 in the amount which is overdue.

13 **Section 5.** The County will require all new employees hired into a position included in the
14 bargaining unit to sign a form (in triplicate) which will inform them of the Union's exclusive
15 recognition. One copy of the form will be retained by the County, one by the employee and the
16 original sent to the Union. The County will notify the Union of any employee leaving the bargaining
17 unit because of termination, layoff, leave of absence or dismissal.

18 **Section 6.** The County will transmit to the Union twice a year, upon request, a current listing
19 of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job
20 classification, work shift and location, and department or unit.

21 **Section 7.** An employee elected or appointed to office in a local of the Union which requires
22 a part or all of his/her time shall be given leave of absence without pay upon application.

23 **Section 8.** The County agrees not to contract out or assign to another agency or individual the
24 work normally performed by members of the bargaining unit if the contracting out or assignment of
25 such work eliminates or reduces the normal workload of the bargaining unit.

26 The County agrees to inform the Union of any contracting out under this section.
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1 ARTICLE 3: RIGHTS OF MANAGEMENT

2 The management of the County and the direction of the work force is vested exclusively in the
3 County subject to the terms of this Agreement. Except to the extent there is contained in this
4 Agreement express and specific provisions to the contrary, all power, authority, rights and
5 jurisdictions of the County are retained by and reserved exclusively to the County, including, but not
6 limited to, the right to manage the work of employees, to suspend or terminate, transfer, and evaluate
7 employees; to determine and implement methods, means and assignments, establish classifications
8 and select personnel by which operations are to be conducted, including staffing levels; and to
9 initiate, prepare, modify and administer the budget.

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1 ARTICLE 4: HOLIDAYS

2 Regular full-time and regular part-time employees shall be granted holidays with pay as
 3 provided for in RCW 1.16.050 as amended:

4 New Year's Day	January 1st
5 Martin Luther King, Jr's Birthday	Third Monday in January
6 Presidents' Day	Third Monday in February
7 Memorial Day	Last Monday in May
8 Independence Day	July 4th
9 Labor Day	First Monday in September
10 Veteran's Day	November 11th
11 Thanksgiving Day	Fourth Thursday in November
12 Day after Thanksgiving	
13 Christmas Day	December 25th

14 and any designated by public proclamation of the chief executive of the state as a legal holiday.

15 Whenever a holiday falls on a Sunday, the following Monday shall be observed as the
 16 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

17 Holidays paid for but not worked shall be recognized as time worked for purposes of
 18 determining weekly overtime for FLSA non-exempt employees.

19 Work performed on holidays by FLSA non-exempt employees shall be paid at one and one-
 20 half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday pay
 21 prorated in accordance with their regular schedule. For example:

22 Scheduled 23 Hours per Week	24 Pro-rated Hours of Annual 25 Holiday Earnings	26 Holiday Compensation for 27 Each of the 12 Holidays
35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

28 An employee must be in a pay status either the employee's scheduled working day before or

1 the employee's scheduled working day after a holiday in order to receive holiday pay. An employee
2 leaving County employment the day prior to the holiday shall not receive holiday pay.

3 Each employee shall receive two (2) additional personal holidays; provided that no employee
4 shall be granted more than 96 hours of holiday time in a calendar year. These days shall be
5 administered through the vacation plan. One (1) day will be added to each employee's vacation
6 accrual on the first day of October and the first day of November of each year. Employees will be
7 able to use these days in the same manner as they use vacation days earned.

8 If an employee's regularly scheduled work hours exceed the number of holiday hours earned
9 on any non-work holiday, the employee shall have the option of using accrued vacation hours to
10 allow total compensation hours to equal the number of hours in the regular work schedule.

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1 **ARTICLE 5: VACATION**

2 The hourly accrual rates in the tables in this article are included for information, and shall not
3 be construed to mean that employees in job titles listed in Appendix B are compensated on an hourly
4 basis.

5 **Section 1.** Regular full-time employees shall receive vacation benefits as indicated in the
6 following table. Regular full-time employees on a 35 hour per week or any other work schedule of
7 less than 40 hours per week shall receive monthly vacation credit, equivalent annual vacation credit
8 and maximum vacation accumulation pro-rated as follows: (Length of service shall be total
9 continuous service with Metro and/or King County.)

Beginning Year of Active Service	Annual Leave in Days Per Year	Semi- monthly Accrual Rate Per Pay Day/40 Hours/Week Schedule	Hourly Accrual Rate 40 Hours/Week Schedule	Semi- monthly Accrual Rate Per Pay Day/35 Hours/Week Schedule	Hourly Accrual Rate 35 Hours/Week Schedule
Upon Hire through 12 mos.	12	4.00	0.0462	3.50	0.0462
Beginning of year 2	12	4.00	0.0462	3.50	0.0462
Beginning of year 3	12	4.00	0.0462	3.50	0.0462
Beginning of year 4	12**	4.00	0.0462	3.50	0.0462
Beginning of year 5	12**	4.00	0.0462	3.50	0.0462
Beginning of year 6	15	5.00	0.0577	4.38	0.0577
Beginning of year 7	15	5.00	0.0577	4.38	0.0577
Beginning of year 8	15	5.00	0.0577	4.38	0.0577
Beginning of year 9	16	5.34	0.0616	4.67	0.0616
Beginning of year 10	16	5.34	0.0616	4.67	0.0616
Beginning of year 11	20	6.67	0.0770	5.84	0.0770
Beginning of year 12	20	6.67	0.0770	5.84	0.0770
Beginning of year 13	20	6.67	0.0770	5.84	0.0770

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Beginning Year of Active Service	Annual Leave in Days Per Year	Semi-monthly Accrual Rate Per Pay Day/40 Hours/Week Schedule	Hourly Accrual Rate 40 Hours/Week Schedule	Semi-monthly Accrual Rate Per Pay Day/35 Hours/Week Schedule	Hourly Accrual Rate 35 Hours/Week Schedule
Beginning of year 14	20	6.67	0.0770	5.84	0.0770
Beginning of year 15	20	6.67	0.0770	5.84	0.0770
Beginning of year 16	20	6.67	0.0770	5.84	0.0770
Beginning of year 17	21	7.00	0.0808	6.13	0.0808
Beginning of year 18	22	7.34	0.0847	6.42	0.0847
Beginning of year 19	23	7.67	0.0885	6.71	0.0885
Beginning of year 20	24	8.00	0.0923	7.00	0.0923
Beginning of year 21	25	8.34	0.0962	7.29	0.0962
Beginning of year 22	26	8.67	0.1001	7.59	0.1001
Beginning of year 23	27	9.00	0.1039	7.88	0.1039
Beginning of year 24	28	9.34	0.1078	8.17	0.1078
Beginning of year 25	29	9.67	0.1116	8.46	0.1116
Beginning of year 26	30	10.00	0.1154	8.75	0.1154
Maximum Vacation Balance Allowable is 60 days (60 x guaranteed hours)					
Sick Leave is accrued on each payday at the rate of: .04616 hours for each paid hour					
** Note: County employees who were hired on or before 12/31/96 receive 15 days vacation upon completion of three (3) years of service (.0577 hours x paid hours)					

Section 2. For purposes of this Section, employees using accrued vacation shall be paid for such vacation at the base rate of pay in effect at the time of vacation or upon termination; provided that special assignments shall not be considered to be a part of the base rate.

Section 3. Regular employees on a 35 hour work week shall earn and expend vacation credits based on a seven (7) hour day. Regular employees on a 40 hour work week shall earn and expend

1 vacation credits based on an eight (8) hour day. Regular employees on a 7-on/7-off schedule who
2 work a 10-hour day shall accrue vacation benefits at the same rate as 35 hour per week employees
3 and shall expend same on an hour for hour basis. Regular part-time employees shall earn vacation
4 credits based on the number of hours worked per month, pro-rated up to 35-hours per work week.

5 **Section 4.** Regular part-time employees shall accrue vacation leave in accordance with the
6 vacation leave schedule set forth in Section 1 of this Article, provided, however, such accrual rates
7 shall be prorated to reflect the employee's hours of work.

8 **Section 5.** No employee shall work for compensation for the County in any capacity during
9 the time that the employee is on vacation leave.

10 **Section 6.** Employees eligible for vacation leave shall accrue vacation leave from their date
11 of hire.

12 **Section 7.** Vacation leave may be used by FLSA covered employees in one-half hour
13 increments, at the discretion of the appointing authority. FLSA exempt employees may use vacation
14 leave in increments of not less than one (1) day.

15 **Section 8.** Any regular full-time or regular part-time employee who has completed at least
16 one (1) year of service may donate to any other regular employee a portion of his or her accrued
17 vacation for the purpose of supplementing the sick or family leave benefits of the receiving
18 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time
19 rate.

20 Vacation donations are strictly voluntary. Employees are prohibited from offering or
21 receiving monetary or any other compensation in exchange for donating vacation hours. The number
22 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

23 Donated vacation must be used within ninety (90) calendar days. Donated vacation not used
24 within ninety days or due to the death of the receiving employee shall revert to the donor.

25 Donated vacation is excluded from vacation payoff provisions.

26 **Section 9.** No employee shall earn the equivalent of one month's vacation credit during a
27 month when the employee is absent without pay more than three working days, and an employee
28 shall not be granted vacation benefits if not previously accrued by the employee.

1 **Section 10.** In cases of separation by death, payment of unused vacation benefits shall be
2 made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

3 **Section 11.** Employees may continue to accrue vacation beyond the maximum of 480 hours
4 if accrued vacation will be lost as a result of a denial of an employee's previously approved and
5 scheduled vacation request. In addition, employees who reach the maximum of 480 hours may
6 continue to accrue vacation through the remainder of the calendar year in which the maximum
7 balance is attained; unused vacation above the 480 hour maximum will be forfeited on December 31
8 of that year.

9 **Section 12.** Employees in regular positions who leave King County employment for any
10 reason after successful completion of six months of County service will be paid for their unused
11 vacation up to the maximum specified herein. Employees shall not be eligible to take or be paid for
12 vacation leave until they have successfully completed their first six months of County service, and if
13 they leave County employment prior to successfully completing their first six months of County
14 service they shall forfeit and not be paid for accrued vacation leave. Regular part-time employees
15 who are employed at least half-time and receive vacation and sick leave and regular full-time
16 employees shall be paid for accrued vacation leave to their date of separation up to the maximum
17 accrual amount if they have successfully completed their first six months of County service and are in
18 good standing. Employees shall forfeit the excess accrual on December 31st of each year.

19 **Section 13.** In cases of separation from County employment by death of an employee who
20 has successfully completed his/her first six months of County service and who has accrued vacation
21 leave, payment of unused vacation leave up to the maximum accrual amount shall be made to the
22 employee's estate or, in applicable cases, as provided for by state law, RCW Title 11.

1 ARTICLE 6: SICK LEAVE

2 The hourly accrual rates are for information, and shall not be construed to mean that
3 employees in job titles listed in Addendum B are compensated on an hourly basis.

4 **Section 1.** Every employee in a regular full-time or regular part-time position shall accrue
5 sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of
6 the employee's position, and an annual rate equal to .04616 hours for each hour in pay status
7 exclusive of overtime up to a maximum of eight hours per month, provided that regular full-time
8 employees shall accrue one day per month; except that sick leave shall not begin to accrue until the
9 first of the month following the month in which the employee commenced employment. The
10 employee is not entitled to sick leave if not previously earned.

11 Examples of the above formula are an employee whose annual work schedule is 2080 hours
12 shall accrue sick leave monthly at a rate of .00384615 times 2080 or eight (8) hours per month. An
13 employee whose annual work schedule is 2088 hours shall accrue sick leave at a rate of .04616 per
14 each 80 hours bi-weekly pay period times 2 payperiod per month or eight (8) hours per month.

15 **Section 2.** Sick leave shall be paid on account of the employee's illness. Regular employees
16 are eligible for payment on account of illness for the following reasons:

17 a. Employee illness; provided, that an employee who suffers an occupational illness may not
18 simultaneously collect sick leave and worker's compensation payments in a total amount greater than
19 the net regular pay of the employee;

20 b. The employee's incapacitating injury, provided that:

21 (1) An employee injured on the job may not simultaneously collect sick leave and
22 worker's compensation payments in a total amount greater than the net regular pay of the employee;

23 (2) An employee may not collect sick leave for physical incapacity due to any injury
24 or occupational illness which is directly traceable to employment other than with the County;

25 c. A female employee's temporary disability caused by or contributed to by pregnancy and
26 childbirth;

27 d. Employee exposure to contagious diseases and resulting quarantine;

1 e. Employee keeping medical, dental, or optical appointments, provided that the employee's
2 appointing authority has approved the use of sick leave for such appointments;

3 f. To care for the employee's child or the child of an employee's domestic partner if the
4 following conditions are met:

5 (1) The child is under the age of eighteen;

6 (2) The employee is the natural parent, stepparent, adoptive parent, legal guardian,
7 foster-care parent, or other person having legal custody and control of the child;

8 (3) The employee's child or the child of an employee's domestic partner has a health
9 condition requiring the employee's personal supervision during the hours of his/her absence from
10 work;

11 (4) The employee actually attends to the child during the absence from work;

12 g. Up to one day of sick leave may be used by an employee for the purpose of being present
13 at the birth of his/her child.

14 **Section 3.** Every regular part-time employee shall receive and expend sick leave benefits
15 proportionate to the employee's regular work day. For example: If a regular part-time employee
16 normally works four hours per day and the department's normal work day is eight hours, the
17 employee will receive four hours of sick leave benefits for the month. Employees shall be entitled to
18 use sick leave in the maximum amount of three days for each instance where such employee is
19 required to care for immediate family members who are seriously ill. There shall be no limit on the
20 use of sick leave to care for children under Section 2.f. of this Article.

21 **Section 4.** An employee who has exhausted all of his/her sick leave may use accrued vacation
22 leave as sick leave before going on leave of absence without pay, if approved by his/her appointing
23 authority.

24 **Section 5.** Any regular full-time or regular part-time employee whose sick leave accrual
25 balance exceeds one hundred (100) hours may donate to any other regular full-time or part-time
26 employees a portion of his or her accrued sick leave upon written notice to the donating and receiving
27 employees' department director(s). Sick leave hour donations are strictly voluntary. No employee
28 may donate more than twenty-five (25) hours of his her accrued sick leave in a calendar year.

1 Employees are prohibited from offering or receiving monetary or any other compensation in
2 exchange for donating sick leave hours.

3 Donated hours shall be converted to a dollar value based upon the donor's straight time hourly
4 rate.

5 Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not
6 used within ninety days or due to the death of the receiving employee shall revert to the donor.

7 Donated sick leave hours are exempt from sick leave payoff provisions.

8 **Section 6.** Sick leave may be used by FLSA-covered employees in one-half hour increments
9 at the discretion of the division manager. FLSA-exempt employees use sick leave in increments of
10 not less than one day.

11 **Section 7.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

12 **Section 8.** Division management is responsible for the proper administration of this benefit.

13 In cases where management has uniform documentation to support a history of excessive or patterned
14 absenteeism, an employee may be put on written notice by the Division Manager that for a period not
15 to exceed six (6) months requests for compensation under Article 6. Sick Leave must be
16 accompanied by proof of need.

17 **Section 9.** Separation from King County employment, except by retirement or reason of
18 temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
19 employee. Should the employee resign in good standing and return to the County within two years,
20 accrued sick leave shall be restored.

21 **Section 10.** Accrued sick leave may be used for absence due to temporary disability
22 including that caused or contributed to by pregnancy, but there shall be no requirement to exhaust
23 accrued sick leave prior to taking a leave of absence for such disability.

24 **Section 11.** Employees eligible to accrue sick leave, who have successfully completed at
25 least five years of County service, and who retire as a result of length of service or who terminate by
26 reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as applicable,
27 an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the
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1 employee's rate of pay in effect upon the date of leaving County employment less mandatory
2 withholdings.

3 All, payments shall be made in cash, based on the employee's base rate, and there shall be no
4 deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County
5 health insurance at the COBRA rates.

6 **Section 12.** Employees injured on the job cannot simultaneously collect sick leave and
7 worker's compensation payments greater than net regular pay of the employee. Administrative rules
8 have been established to allow for payments equal to net regular pay of employees qualifying under
9 worker's compensation.

10 **Section 13. Family Care and Death**

11 A. Regular, full-time employees shall be entitled to three (3) working days of
12 bereavement leave a year due to death of members of their immediate family.

13 B. Regular, full-time employees who have exhausted their bereavement leave shall be
14 entitled to use sick leave in the amount of up to three working days for each instance when death
15 occurs to a member of the employee's immediate family.

16 C. For purposes of this section, a "working day" refers to all of the hours an employee
17 is scheduled to work on the day of bereavement leave.

18 D. Regular, full-time employees shall be entitled to use and shall normally have
19 approved sick leave in accordance with King County Guidelines and future King County Guidelines
20 which may expand the use of sick leave.

21 E. In the application of any of the foregoing provisions, when a holiday or regular day
22 off falls within the prescribed period of absence, it shall not be charged against the employee's sick
23 leave bereavement account.

24 F. For the purposes of this section, regular, part-time employees shall be entitled to
25 the same benefits on a prorata basis.

26 **Section 14.** Up to three days of sick leave per year may be used for the purpose of
27 volunteering in a school, in accordance with existing policies and practices.

ARTICLE 7: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 1. Effective on January 1, of each year during the term of this Agreement, the base wage rates in effect the previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index (September to September) with a maximum increase of six per cent but not less than two per cent.

Section 2. The parties agree to replace the existing Merit Pay program with a salary step progression plan, to be constructed of a series of five equal step increases from the current minimum and maximum steps of existing pay ranges. On January 1, 1998, all employees shall be placed on the step equivalent to the step he/she would have reached had the step pay plan been in effect for the previous three and one-half years, but not lower than the current wage. Employees shall advance to the next highest step each year on the anniversary date of their previous step increase.

Section 3. Employees who are at the top step of their salary range will be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's discretion, in accordance with the King County Merit Pay Plan. Employees are eligible for the merit increase who have achieved a performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two consecutive years.

An employee's performance rating and a decision to grant a merit increase is not subject to the grievance and arbitration provisions of Article 13, Dispute Resolution Procedures.

ARTICLE 8: HOURS OF WORK AND OVERTIME

Section 1. For employees in job titles listed in Addendum A (jobs that are not exempt from the Fair Labor Standards Act overtime requirements): the normal work week shall consist of five consecutive work days not to exceed eight hours in a nine hour period. The parties agree that alternative work schedules may be established that are mutually agreed between the employee and employer.

Section 2. For employees in job titles listed in Addendum A: employees shall be compensated at the rate of time and one-half for all hours worked in excess of the scheduled work shift, or in excess of forty hours in one workweek, or work on a holiday or a regularly scheduled day off. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by the supervisor.

Section 3. For employees in job titles listed in Addendum B: such employees are employed in a bona fide administrative or professional capacity, and are exempt from overtime payments under the Federal Fair Labor Standards Act. They are covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy (Executive Policy PER 8-1-1) and are expected to work the hours necessary to perform their jobs.

Section 4. If the County decides to establish a forty (40) hour workweek for non-FLSA-exempt Employees currently on a thirty-five (35) hour workweek, the County will meet and negotiate the effects of this change with the Union for those Employees affected.

Section 5. If the County determines to establish a forty (40) hour work week as the uniform basis for compensation and leave accruals for FLSA exempt Employees, the County will meet and negotiate with the Union the effects of this change for those employees affected.

1 ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE

2 **Section 1.** The County shall maintain the current level of benefits under its medical, dental,
3 vision and life insurance programs during the life of this Agreement.

4 **Section 2.** There shall be established a Labor-Management Insurance Committee comprised
5 of an equal number of representatives from the County and the Labor Union Coalition whose function
6 shall be to review, study, and make recommendations relative to existing medical, dental, and life
7 insurance programs.

8 **Section 3.** The Union and the County agree to incorporate changes to employee insurance
9 benefits which the County may implement as a result of the agreement of the Joint Labor-
10 Management Insurance Committee.

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1 ARTICLE 10: MISCELLANEOUS

2 **Section 1.** All employees who have been authorized to use their own transportation on
3 County business shall be reimbursed at the rate established by County Council action.

4 **Section 2.** The County shall furnish the Union with specific classification specifications for
5 classifications in the bargaining unit descriptive of the function, scope and complexity of the position
6 and the knowledge, abilities and qualifications for the position. The County and the Union shall meet
7 to review proposed modifications and revisions to said specifications prior to implementation.

8 **Section 3.** The Employer will continue to provide all articles of clothing and equipment
9 required for safety and/or identification, according to current practice.

10 **Section 4.** The County may provide employees release time to attend training programs that
11 will be beneficial to their job performance. Notice of all such training opportunities which
12 management deems appropriate will be made available to all employees in writing. If the County
13 requires attendance at such training programs, the County will pay the expenses incurred.

14 **Section-5.** The Employer will provide all regular employees with bus passes at no cost in
15 accordance with current practice and County ordinance.

1 ARTICLE 11: DISCIPLINE

2 An Employee may be disciplined for any of the reasons enumerated in the "Discipline"
3 section of the King County Personnel Guidelines. Discipline may include, but is not limited to,
4 verbal or written reprimands, delayed salary step increases, demotion, suspension without pay and/or
5 discharge of the Employee.

6 Prior to any disciplinary action being taken, an investigation will be conducted. The
7 Employee will be advised of the basis for any disciplinary action and given the opportunity to
8 respond prior to the implementation of the discipline. The type and severity of disciplinary action
9 will be consistent with the nature and severity of the behavior that led to the disciplinary action. In
10 determining appropriate disciplinary action, the County will also consider mitigating circumstances,
11 which may include the Employee's work record.

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1 ARTICLE 12: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT

2 PLAN

3 Each Employee will receive regular performance evaluations.

4 When an Employee's supervisor believes the Employee's performance is unsatisfactory, the
5 supervisor will document the specific performance deficiencies with a written performance appraisal.
6 This Employee may request that this performance appraisal be reviewed by the next higher level of
7 supervision. Upon receipt of an unsatisfactory performance appraisal and, if requested, the
8 completion of a higher level review which confirms the unsatisfactory performance appraisal, the
9 Employee will be placed on a *Performance Improvement Plan*. The *Performance Improvement Plan*
10 will be reviewed by Transit Human Resources and will include the following:

- 11 • Opportunity for the employee to be involved in the development of the *Performance*
12 *Improvement Plan*
- 13 • Description of the Employee's specific performance deficiencies
- 14 • Specific performance objectives
- 15 • Listing of resources available to the Employee, as appropriate
- 16 • Specified duration that provides sufficient time for the employee to make the required
17 improvements
- 18 • Regular review of the employee's performance with written evaluation to the Employee
19 indicating his/her progress in meeting the specific performance objectives.

20 The act of placing an Employee on a *Performance Improvement Plan* is not a grievable
21 action.

22 While on a *Performance Improvement Plan*, an Employee will not receive any scheduled
23 salary step increase. If the Employee successfully completes the *Performance Improvement Plan*, the
24 Employee will then receive the delayed salary step increase. Delayed receipt of a salary step increase
25 will not impact future scheduled salary step increases.

26 When an Employee is unable to satisfactorily perform the specific performance objectives of
27 his/her *Performance Improvement Plan*, the supervisor may extend the period of the *Performance*
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1 *Improvement Plan* if the supervisor determines that the Employee may be able to make the required
2 improvements if given more time.

3 An Employee who is unable to satisfactorily perform the specific performance objectives of
4 his/her *Performance Improvement Plan* will be subject to demotion or discharge from employment.

5 Demotions or discharges resulting from a failure to satisfactorily complete a *Performance*
6 *Improvement Plan* will be subject to the grievance and arbitration process in Article 13.

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ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

Section 1. Grievance/Arbitration/Mediation. King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

A. Definition.

Grievance - An issue raised by an employee relating to interpretation of his/her rights, benefits, or conditions of employment as contained in this Agreement.

B. Procedure.

Step 1. A grievance shall be verbally presented by the aggrieved employee and his/her representative, if the employee wishes, within fifteen (15) working days of the date when the employee could reasonably be expected to know of the basis for a grievance, to the employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days. If a grievance is not presented in writing to the next level within ten (10) working days, it shall be presumed resolved.

Step 2. If after thorough discussion with the supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative shall reduce the grievance to writing, outlining the facts as they are understood. The written grievance may then be presented to the Section Manager within ten (10) workdays as stated above for investigation, discussion, and written reply. The Section Manager shall make his/her written decision available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher level within the following ten (10) working days, it shall be presumed resolved.

Step 3. If after thorough evaluation, the decision of the Section Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Division Manager. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Division

1 Manager. He/she may interview the employee and/or his/her representative and receive any
2 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
3 his/her written decision available within fifteen (15) working days. The Division Manager's final
4 pre-arbitration response must be concurred in by the Director of the Office of Human Resources
5 Management. If the matter is not resolved, OHRM will be the Union's contact thereafter in this
6 process. The Division's Manager's final pre-arbitration response must be concurred in by the
7 Director of the Office of Human Resources Management. If the grievance is not pursued to the next
8 higher level within thirty (30) working days, it shall be presumed resolved.

9 *Step 4.* If within thirty (30) calendar days of the date of response provided in Step
10 Three, the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration
11 has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The
12 process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual
13 request.

14 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
15 Step Three, the Parties shall select a third disinterested party to serve as an arbitrator. In the event
16 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
17 panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation
18 and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected
19 from the list by both the County representative and the Union, each alternately striking a name from
20 the list until only one name remains. The party to strike first shall be determined by a coin toss. The
21 arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision
22 promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may
23 be arbitrated which the County, by law, has no authority over, has no authority to change, or has been
24 delegated to any civil service commission or personnel board, as defined in RCW 41.56.

25 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
26 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
27 in reaching a decision.

1 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
2 equally by both parties.

3 No matter may be arbitrated which the County by law has no authority over, has no authority
4 to change, or has been delegated to any civil service commission or personnel board as defined in
5 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

6 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

7 C. Time Limits. Time limits may be extended upon written consent of the parties.

8 **Section 2. Alternate Dispute Resolution Procedures.**

9 A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP
10 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
11 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
12 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
13 Labor Practice.

14 B. Grievance. After a grievance is initially filed, the following Alternative Dispute
15 Resolution (ADR) process may be followed, with mutual consent. This process will not exceed ten
16 (10) days:

17 a. A meeting will be arranged by the Union representative and Employer
18 representative (or their designees) to attempt to resolve the matter.

19 b. (1) The meeting will include a mediator and the affected parties.

20 (2) The parties may mutually agree to other participants such as union and
21 management representatives or subject matters experts.

22 c. The parties will meet at mutually agreeable times to attempt to resolve the
23 matter.

24 d. If the matter is resolved, the grievance will be withdrawn.

25 e. If the matter is not resolved, the grievance will continue through the
26 grievance process.

27 f. The moving party can initiate the next step in the grievance process at the
28 appropriate time, irrespective of this process.

1 g. Offers to settle and aspects of settlement discussions will not be used as
2 evidence or referred to if the grievance is not resolved by this process.

3 This Section does not supersede or preclude any use of grievance mediation later in the
4 grievance process.

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1 ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical
5 handicap (SMPH).

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ARTICLE 15: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decrees of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof, provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the division manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his automatic resignation became effective.

Section 2. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section 3. Any employee who commits any act prohibited in this section will be subject in accord with the County's Work Rules to the following action or penalties:

- a. Discharge.
- b. Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 17: WAIVER AND RE-OPENER AGREEMENT

Section 1. 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 the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees 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.

Section 2. No later than sixty (60) days after the implementation of this Agreement, the parties agree to initiate an Interest Based Bargaining process, with the intent to reach agreements on the following subject:

- On Call status, designations, compensation, conditions;
- Conditions and standards for leaves without pay (such as sabbaticals, education leaves, etc.);
- Alternative work schedules, FLSA exempt and non-exempt;
- Training, and funding for training, technological changes;
- Seniority for layoff and other purposes (promotion, etc.);
- Reduction in force procedures;
- Provision of required safety and job-related clothing, equipment;
- Alternative work; gradual return to work after on-the-job injury;
- Provisions for acting assignments, working out of classification, re-classification requests;
- Income protection (e.g. use of sick leave) when work is interrupted by major catastrophic events;
- Impacts of Metro/King County consolidation not otherwise addressed in this Agreement;
- Procedures for posting jobs and conducting interviews;
- Vacation cash out;
- Any other subject that may be introduced in accordance with the mutually agreed negotiations ground rules.

1 **Section 3.** Any tentative agreements reached as a result of the Interest Based Bargaining as
2 provided in Section 2 above will be subject to ratification by both parties. If ratified, they will be
3 incorporated into this Agreement and remain in effect for its duration.

4 **Section 4.** Upon completion of the Classification/Compensation Project, either party may
5 request to open negotiations on the effects of the project prior to implementation; however, the Union
6 acknowledges the County's authority to implement classification decisions of the project on the
7 established effective date, for those positions with no pending appeal.

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1 ARTICLE 18: EMPLOYEE RIGHTS

2 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action
3 unless said activities are detrimental to the employee's work performance or the program of the
4 agency.

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any
6 employee for any reason, the employee shall be apprised of his/her rights of appeal and representation
7 as provided for in Article 13 (Dispute Resolution Procedures) of this Agreement.

8 **Section 3.** No employee shall be disciplined or discharged except in accordance with Article
9 11, "Discipline" or Article 12, "Performance Appraisals & Performance Improvement Plan." All
10 investigations related to disciplinary matters will be conducted in a timely manner.

11 **Section 4.** The employee and/or representative may examine the employee's personnel file(s)
12 if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job
13 performance or personal character shall be brought to his or her attention. The employee may
14 challenge the propriety of including it in the file(s). The employee shall have the right to insert
15 documentation into the file(s), providing such documentation is relevant to the challenge.
16 Unauthorized persons shall not have access to employee files or other personal data relating to their
17 employment.

18 **Section 5.** No employee shall be required to use equipment which is not in a safe condition.
19 In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the
20 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment
21 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if
22 the employer determines the equipment to be unsafe. At such time as the employer determines the
23 equipment to be safe, the employee will be advised.

1 ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION

2 All work outside of classification in an acting capacity shall be assigned in writing by the
3 division manager or his/her designee for an entire day/shift. An employee so assigned to work
4 outside of classification shall be paid at the first step of the higher class or five percent (5%) over the
5 employee's regular rate of pay received prior to the assignment, whichever is greater, for all time
6 spent while so assigned.

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1 **ARTICLE 20: UNION REPRESENTATION**

2 **Section 1.** Authorized representatives of the Union may, after notifying the County official in
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for
4 the purpose of investigating grievances, but shall not conduct union business on County time.

5 **Section 2.** Authorized representatives of the Union may have reasonable access to its
6 members in County facilities for transmittal of information or representation purposes before work
7 and during lunch breaks or other regular breaks as long as the work of the County employees and
8 services to the public are unimpaired. Prior to contacting members in County facilities, such
9 authorized agents shall make arrangements with the division manager.

10 **Section 3.** The Union shall have the right to appoint stewards within Sections and locations
11 where its members are employed under the terms of this Agreement.

12 **Section 4.** It shall be a violation of this Agreement to directly or indirectly interfere with,
13 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of
14 their right to organize and designate representatives of their own choosing for the purpose of
15 collective bargaining or in the free exercise of any other right under RCW 41.56.

16 **Section 5.** The County agrees to permit the Union to post on County bulletin boards the
17 announcement of meetings, election of officers, and any other Union material, provided there is
18 sufficient space beyond what is required by the County for "normal" operations. If sufficient space is
19 not available on County boards or in areas where County boards are not available, the Union may
20 provide one with location of same to be determined through mutual agreement of the Union and the
21 Employer.

Employees in the following job titles are covered by this agreement, and are subject to the overtime provisions of the Fair Labor Standards Act:

All employees within the Transit Division, King County Department of Transportation, in the following job titles (except those in positions excluded from the bargaining unit:

Classification Number	Classification Title					
		Step A	Step B	Step C	Step D	Step E
832400	Assistant, Administrative Support II	\$11.27	\$12.00	\$12.73	\$13.45	\$14.18
832500	Specialist, Administrative I	\$12.49	\$13.30	\$14.10	\$14.91	\$15.71
832600	Specialist, Administrative II	\$13.52	\$14.53	\$15.53	\$16.54	\$17.54

ADDENDUM B

13052

Professional and Technical Unit, FLSA exempt:

There are no FLSA exempt classifications in this unit.

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FRANCHISE NO. 13051

In the matter of the application for a franchise to operate, maintain, repair, and construct water mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way in King County, Washington.

The application of Water District 90 for a franchise to operate, maintain, repair and construct water mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in attached Exhibit "A" has been heard on this 30th day of March, 1998. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

Legal notice of the franchise application and of the hearing has been given as is required by law.

The King County Council, having considered the interests proposed and advanced, and finding that the granting of this franchise is in the public interest, ORDERS that a franchise be granted to Water District 90, the Grantee, subject to the conditions set forth in Exhibit "B" attached hereto, this franchise and Ordinance No. 13051. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair and construct mains and service lines and appurtenances as a part of its distribution system in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A".

13051

This franchise is granted subject to all of the terms and conditions contained herein, within Ordinance No. 13051 and Exhibit "B", and shall expire in twenty-five years on 3/30, 2023.

Dated this 8 day of April, 1998.

KING COUNTY, WASHINGTON

BY 

TITLE King County Executive

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained herein, within Ordinance 13051 and Exhibit "B".

WATER DISTRICT 90
GRANTEE

BY 

TITLE General Manager

Dated this 8th day of May, 1998.

Exhibit "A"

Sections 1,2,11,12,13, and 14 in Township 23 North, Range 5 East, W.M., and Sections 6,7,8,17, and 18 in Township 23 North, Range 6 East, W.M.. **Together with** portions of Sections 3,10,15,22,23, and 24 in Township 23 North, Range 5 East, W.M. and portions of Sections 16,19, 20,21,28, and 29 in Township 23 North, Range 6 East, W.M. all situated within King County, Washington and described as follows:

Beginning at the NW corner of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 3, Township 23 North, Range 5 East, W.M., in King County, Washington;

Thence Easterly along the North lines of Sections 3, 2 and 1, all in Township 23 North, Range 5 East, W.M., to the NE corner of said Section 1, which is also the NW corner of Section 6, Township 23 North, Range 6 East, W.M.;

Thence Easterly along the North line of said Section 6 to its intersection with the East line of said Section 6;

Thence Southerly along said East line to the SE corner of said Section 6, which is also the NW corner of Section 8, Township 23 North, Range 6 East, W.M.;

Thence Easterly along the North line of said Section 8 to its intersection with the East line of said Section 8;

Thence Southerly along said East line to the SE corner of said Section 8, which is also the NW corner of Section 16, Township 23 North, Range 6 East, W.M.;

Thence Southerly along the West line of said Section 16 to its intersection with the South line of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of said Section 16;

Thence Easterly along said South line to its intersection with the East line of said Section 16;

Thence Southerly along said East line to the SE corner of said Section 16, which is also the NE corner of Section 21, Township 23 North, Range 6 East, W.M.,

Thence Westerly along the North line of said Section 21 to its intersection with the West line of the East $\frac{1}{2}$ of the NE quarter of said Section 21;

13051 #

Thence Southerly along said West line to its intersection with the South line of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 21;

Thence Easterly along said South line to its intersection with the East line of said Section 21;

Thence Southerly along said East line to the SE corner of said Section 21 which is also the NE corner of Section 28, Township 23 North, Range 6 East, W.M.;

Thence Southerly along the East line of said Section 28 to its intersection with the South line of the North $\frac{1}{2}$ of said Section 28;

Thence Westerly along said South line to its intersection with the West line of said Section 28 which is also the East line of Section 29, Township 23 North, Range 6 East, W.M.;

Thence Northerly along said East line to its intersection with the South line of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 29;

Thence Westerly along said South line to its intersection with the West line of the NE $\frac{1}{4}$ of said Section 29;

Thence Southerly along said West line to its intersection with the South line of the NW $\frac{1}{4}$ of said Section 29;

Thence Westerly along said South line to its intersection with the Easterly ordinary high water line of the Cedar River;

Thence Northerly, Westerly, and Southerly along the Easterly, Northerly, and Westerly ordinary high water line of the Cedar River through Sections 29, 20 and 19, in Township 23 North, Range 6 East, W.M., and Sections 24, 23 and 22 in Township 23 North, Range 5 East, W.M., to its intersection with the West line of the East $\frac{1}{2}$ of the NE quarter of the NW quarter of said Section 22;

Thence Northerly along said West line to its intersection with the North line of said Section 22, which is also the South line of Section 15, Township 23 North, Range 5 East, W.M.;

Thence Westerly along said South line to its intersection with the West line of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15;

Thence Northerly along said West line to its intersection with the South line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15;

Thence Westerly along said South line to its intersection with the West line of said Section 15;

Thence Northerly along said west line to its intersection with the South line of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Section 15;

Thence Easterly along said South line to its intersection with the West line of the East 700 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15;

Thence Northerly along said West line to its intersection with the Southeasterly line of Heather Downs Division No. 2 according to Plat thereof recorded in Volume 64 of plats, pages 3 and 4, Records of King County, Washington;

Thence Northeasterly and Northwesterly along the Southeasterly and Northeasterly lines of said Plat of Heather Downs Division No. 2, to its intersection with the West line of the said East 700 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15;

Thence Northerly along said West line to its intersection with the South line of the NW quarter of said Section 15;

Thence Easterly along said South line to its intersection with the East line of the NW quarter of said Section 15;

Thence Northerly along said East line to the NE corner of the NW quarter of said Section 15 which is also the SE corner of the SW quarter of Section 10, Township 23 North, Range 5 East, W.M.;

Thence Northerly along the East line of the SW quarter of said Section 10 to its intersection with the South line of Park Terrace No. 1 according to Plat thereof recorded in Volume 65 of Plats, pages 18 & 19, records of King County, Washington;

Thence Westerly along said South line to its intersection with the east margin of Duvall Avenue NE;

Thence North along said East margin to its intersection with the Northwest corner of the Park Terrace No. 1 subdivision thereof, recorded under Volume 65 of plats, page 18 and 19;

Thence Westerly along said northwest corner to its intersection with the West margin of 138th Avenue SE;

Thence Northerly along the West margin of said street to its intersection with the South line of the North half of the North half of said Section 10;

Thence Easterly along said South line to its intersection with the West line of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 10;

Thence Northerly along said West line to its intersection with the North line of said Section 10 which is also the South line of Section 3, Township 23 North, Range 5 East, W.M.;

Thence Northerly along the West line of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3 to its intersection with the Southerly margin of primary State Highway No. 2;

Thence Southeasterly along said Southerly margin to its intersection with the West line of the East half of the East half of said Section 3;

Thence Northerly along said West line to the Point of Beginning.

Excepting from the above described franchise boundary the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 23 North, Range 6 East, W.M.;

EXHIBIT "B"

TERMS AND CONDITIONS APPLICABLE TO UTILITIES FRANCHISES
GRANTED BY KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1. DEFINITIONS

References to any County official or office also refers to any office that succeeds to any or all of the responsibilities of the named office or official. References to laws or "applicable laws" include federal, state, and local laws and regulations adopted pursuant to those laws; unless otherwise stated, references to laws include laws now in effect, as the same may be amended from time to time during the operation of this franchise. In addition, the following definitions shall apply:

Cable Services. The term "Cable Services" is used as defined in 47 United States Code 522 (5), as amended.

Cable System. The term "Cable System" is used as defined in 47 United States Code 522 (6), and King County Code 6.a.010 (J) as amended.

County Road Rights-of-Way. The term "County Road Rights-of-Way" includes any road, street, avenue, or alley located within the area described in the attached Exhibit "A", it does not include recreational or nature trails except where the trails intersect or are within roads, streets, avenues or alleys.

Director. The term "Director" refers to the chief executive of the King County Department of Transportation.

Grantee. The term "Grantee" refers to the WATER DISTRICT 90 its successors and those assignees approved pursuant to paragraph 16 herein.

Utility. The term "utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the County property described in Exhibit "A".

Council. The term "Council" refers to the King County Council, acting in its official capacity.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other facilities in, under, over, across, and along any of the county property described in Exhibit "A".

2. ACCEPTANCE BY GRANTEEES OF TERMS AND CONDITIONS

The full acceptance of this franchise and all of its terms and conditions shall be filed with the Clerk of the Council within thirty (30) days from _____, 19____, by the Grantee. Full acceptance of this franchise is a condition precedent to its taking effect, and unless this franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

3. NON-EXCLUSIVE FRANCHISE

This franchise is not exclusive. It does not prohibit King County from granting franchises for other public or private utilities, in, under, over, across, and along any County property, including County road rights-of-way.

This franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County road rights-of-way covered by this franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc. as it may deem fit.

4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which King County has an actual interest. It is not a warranty of title or of interest in County road rights-of-way.

Whenever any of the County road rights-of-way as designated in this franchise, by reason of the subsequent incorporation of any Town or City or extension of the limits of any Town or City, shall later fall within the City or Town limits, this franchise shall continue in force and effect until such time as the incorporation and/or annexation is complete according to applicable State law, after which time the County will no longer have any responsibility for maintenance of any County roads, rights-of-way or other County property within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County road rights-of-way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

All of the rights herein granted shall be subject to and governed by this franchise; provided, however, that nothing in this franchise may be construed in any way as limiting King County's rights to adopt ordinances which are necessary to protect the health, safety and welfare of the general public.

5. REGULATION OF USE AND CONTROL

This franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County road rights-of-way covered by this franchise.

This franchise authorizes the use of County rights-of-way solely for the delivery by the Grantee of water to its customers. Additional uses of County rights-of-way by the Grantee, including for cable communication services, shall first require a separate franchise from King County which conforms to the requirements of K.C.C. 6.27 as amended, or K.C.C. 6.27A as amended, and other applicable law.

Any use of the Grantee's equipment or facilities in County rights-of-way by others, including for

telecommunication or cable communication services, is prohibited unless separately authorized and approved in writing by King County. The Grantee agrees that prior to authorizing any person to use the Grantee's equipment or facilities located in County rights-of-way, the Grantee will require the user to provide the Grantee with an affidavit that it has obtained the necessary franchise or other approval from the County to operate and provide the proposed service in County rights-of-way. At least thirty (30) day prior to executing any agreement with a potential user for the use of the Grantee's equipment or facilities, the Grantee shall fax the affidavit to the King County Office of Cable Communication at 206-296-0842.

6. EMINENT DOMAIN

This franchise and the limited rights and interests for the operation, maintenance, repair, and construction of Grantee's transmission and service lines and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this franchise shall not exceed the actual amount the Grantee paid to King County in obtaining this franchise.

7. ENFORCEMENT

Failure of King County, on one or more occasions to exercise a right or to require compliance or performance under this franchise or any applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Failure of King County to enforce or exercise its rights under any provision of this franchise or applicable law does not constitute a waiver of its rights to enforce or exercise a right in any other provision of this franchise or applicable law.

8. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns to defend, indemnify and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this franchise. The Grantee's obligations under this section shall include:

- (a) Indemnification for such claims whether or not they arise from the sole negligence of the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.
- (b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.
- (c) Indemnification of claims made by the Grantee's own employees or agents.
- (d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from

the Grantee.

In the event it is determined that RCW 4.24.115 applies to this franchise agreement, the Grantee agrees to defend, hold harmless and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

King County shall give the Grantee timely written notice of the making of any claim or of the commencement of any such action, suit, or other proceeding covered by the indemnity in this section. In the event any such claim arises, the County or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the duty to defend, settle, or compromise any claims arising hereunder and the County shall cooperate fully therein.

Notwithstanding the above, the County shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the Grantee and King County.

9. VACATION

If at any time King County vacates any County road rights-of-way covered by this franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation. King County may, after giving thirty (30) days written notice to the Grantee, terminate this franchise with respect to any County road rights-of-way vacated.

10. REPAIR, REMOVAL OR RELOCATION

The Grantee hereby covenants, at its own expense, to repair, remove, or relocate existing facilities including all appurtenant facilities and service lines connecting its system to users, within King County road rights-of-way if such repair, removal, or relocation is required by King County for any County road purpose. Such repair, removal, or relocation shall not be unreasonably required.

The grantee shall, at no expense to the County, adjust, remove or relocate existing facilities within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if the County determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the County in such road right-of-way. The County shall give the Grantee written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the County's capital improvement program, including such available information as is reasonably necessary for the Grantee to plan for such adjustment, removal or relocation.

For projects that are a part of the County's capital improvement program, in addition to any other notice given to the Grantee, the County shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as proposed by the County, and the proposed construction schedule; notwithstanding any permit conditions that may later be applied to the County project, this initial design information shall be given at least 180 days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Grantee shall respond to this notice, and to any later notices of revised designs based on permit conditions, within no more than thirty (30) days by providing to the County the best available

information as to the location of all of the Grantee's facilities, including all appurtenant facilities and service lines connecting its system to users and all facilities that it has abandoned, within the area proposed for the public works project.

The County shall offer the Grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Grantee's facilities. Such bid documents shall provide for an appropriate cost allocation between the parties. The County shall have sole authority to choose the contractor to perform such work. The Grantee and the County may negotiate an agreement for the Grantee to pay the County for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the Grantee's allocation of contractor costs, the Grantee shall reimburse the County for cost, such as for inspections or soils testing, related to the Grantee's work and reasonably incurred by the County in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of County professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the County on other similar projects, including joint projects with other County agencies.

11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee, its successors or assigns, has the right, privilege, and authority to enter the County road rights-of-way for the purpose of operating, maintaining, repairing or construction its transmission and service lines and appurtenances on the condition that it obtains permits approved by the Director and Property Services Division and, when applicable, by the Department of Development and Environmental Services. Applications for work permits shall be presented to the Property Services Division which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. In the event of an emergency, the Grantee may immediately commence the necessary work and shall apply the next business day for the work permit. Any work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the County road rights-of-way. All work shall be done to the satisfaction of the Director.

All equipment, lines and appurtenances which are used in the operation, maintenance, repair or construction of the Grantee's service and which are located within the County road rights-of-way shall be considered to be part of the Grantee's system and shall be the responsibility of the Grantee.

All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

The Grantee shall, at no expense to the County, assume the following obligations with respect to the facilities connected to its system that are within County road rights-of-way and which it does not own, including appurtenant facilities and service lines connecting its system to users:

- (a) The Grantee shall apply for, upon request and on behalf of the owner of the facilities, a County right-of-way construction permit for any repairs required for such facilities; provided such owner agrees to reimburse the Grantee for all costs incurred by the Grantee and any other reasonable conditions the Grantee requires as a precondition to applying for the permit. All work to be performed in the County right-of-way shall comply with all conditions of the County permit and all

applicable County requirements. The Grantee may at its option perform any part of the repair with its own forces or require the owner to employ a contractor for that purpose, provided such contractor is approved by the County;

- (b) In the event that the County determines emergency repair of such facilities is necessary to halt or prevent significant damage to County road rights-of-way or significant threats to the health, safety and welfare of parties other than the owner or the occupants of the building served by such facilities, the Grantee shall take prompt remedial action to correct the emergency to the County's approval, which the County shall not unreasonably withhold;
- (c) When the County or its contractor provides notice to the Grantee, pursuant to RCW 19.122, of its intent to excavate within County road rights-of-way, the Grantee shall provide to the County or its contractor the best information available from the Grantee's records or, where reasonable, from the use of locating equipment as to the location of such facilities, including surface markings where these would reasonably be of use in the excavation. If the Grantee fails to make good faith efforts to provide the above information within the deadlines provided by RCW 19.122, the Grantee shall hold the County harmless for all reasonable costs that result from damage to such facilities if such damage occurs as a result of the failure to provide such information. Nothing in this subsection is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or the Grantee toward any third party, nor is anything in this subsection intended to be construed to alter the rights and responsibilities of the parties under RCW 19.122, as amended.

12. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, under or adjacent to County road rights-of-way, the Grantee is responsible for and will leave all County road rights-of-way in as good a condition as they were in before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore County road rights-of-way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County road rights-of-way to its pre-work condition. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred.

13. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on County road rights-of-way shall conform to all County requirements including, but not limited to, the requirements of the current edition of the County Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the Manual of Uniform Traffic Control Devices in force when the work is performed.

14. BLASTING REQUIREMENTS

The right to operate, maintain, repair and construct Grantee's distribution and service lines and appurtenances granted by this franchise does not preclude King County, its agents or contractors from blasting, grading, or doing other road work to the Grantee's lines and appurtenances. Except in the case of an emergency, the Grantee will be given ten (10) business days written notice of any blasting so that the Grantee may protect its lines and appurtenances. If the Grantee notifies the County within ten (10) business days that the facilities will have to be relocated to protect them from blasting, the County will defer the blasting for up to ninety (90) days from the date of the original notice. In no event will the Grantee be given less than two (2) business days written notice of any blasting. Notification of any excavation shall be provided through the One-Call System as provided by RCW 19.122, as hereinafter amended.

15. SURVEY MARKERS AND MONUMENTS

It shall be the responsibility of the Grantee performing any construction work in the County road rights-of-way to restore any survey markers or monuments disturbed by such construction in accordance with RCW 58.09.130, and as hereinafter amended.

16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without the consent of the Metropolitan King County Council given by Ordinance. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds which the Council deems necessary to be posted are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

17. EXPIRATION AND RENEWAL

To the extent described in Exhibit "A", all rights granted by this franchise to County road rights-of-way outside incorporated Towns and Cities apply to all existing County road rights-of-way improved and unimproved and to all County road rights-of-way acquired by King County during the term of this franchise.

If the Grantee has initiated a renewal of this franchise before it expires, the County may, at its sole discretion, extend the term of the franchise on a month to month basis for up to one year. Should the County elect to extend the franchise, written notice shall be provided to the Grantee before the franchise expiration date.

If the Grantee has not applied for a renewal of this franchise before it expires, King County has the right to remove or relocate any lines and appurtenances of the Grantee as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, franchise holders, or for the construction, renewing, altering, or improving of any County road right-of-way, or for the installation of lines and/or facilities of other franchise holders. Grantee shall be liable for the costs incurred in any removal or relocation of its lines and appurtenances under this section. Costs include the expense of labor and equipment.

Upon expiration of this franchise, the Grantee shall continue to be responsible for the operation and maintenance of existing facilities in the County road rights-of-way until removed, assigned to another franchised utility or abandoned; however, the Grantee shall not have the right to provide

additional services or construct new facilities. King County will issue permits required for the repair and maintenance of the existing facilities in accordance with K.C.C. 14.44.055 as amended and Section 11 of this franchise. This section and sections 8, 10-13 and 15 of this franchise shall continue in force until such time as the lines are removed from County road rights-of-way, assigned to another franchised utility, or abandoned in place with the approval of the Manager of the Department of Transportation, Road Services Division.

18. RESERVATION OF RIGHTS

King County specifically reserves for itself the right to impose a utility tax on the Grantee if such taxing authority is granted by State of Washington and the local option is exercised by the King County Council.

King County also specifically reserves the right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property, pursuant to an ordinance. If King County elects to exercise such authority, the fair market compensation requirement for Grantee shall be imposed by ordinance not less than one hundred eighty (180) days after written notice ("Compensation Notice") is delivered to the Grantee, said Compensation Notice identifying with specificity the definition, terms and/or formula to be used in determining such fair market compensation. Acceptance of King County's definition terms and/or formula identified in the Compensation Notice will occur if the Grantee accepts in writing within thirty (30) days of receipt of the Compensation Notice; or, if Grantee takes no action in writing within thirty (30) days of receipt of the Compensation Notice; in which case the applicable ordinance that the King County Council passes will be determinative.

Nothing in this section shall be construed as an agreement by the Grantee of King County's right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of property. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the legality of such right.

Grantee's rejection of the definition, terms, and/or formula identified in the Compensation Notice will only occur if such rejection is in written form, identifying with specificity the grounds for such rejection, and delivered to King County within thirty (30) days after receipt of the Compensation Notice, in which case the below identified arbitration terms will apply:

- (a) The Grantee and King County will select one arbitrator each, and the two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either the Grantee or King County may apply to the presiding judge of the King County Superior Court for the appointment of a third arbitrator. The three arbitrators will determine the method for determining the fair market compensation for the County property used by the Grantee. The arbitration procedure employed shall be consistent with the rules and procedures of the American Arbitration Association. The decision of a majority of the arbitrators will bind both the Grantee and King County. At the conclusion of the arbitration, the arbitrators will submit written reports to the Grantee and King County which shall contain all pertinent evidence that led to their conclusion together with an explanation of their reasoning for such conclusion.

- (b) The fees of the arbitrators selected by each party shall be paid by that party, and the fees of the third arbitrator shall be paid one-half by the County and the Grantee. The other costs of the proceeding shall be shared equally by the County and the Grantee.
- (c) In event that the question of fair market compensation is not resolved prior to the effective date specified by the ordinance authorizing said compensation, the arbitration decision will be applied retroactively to the effective date in the ordinance. The Grantee will pay the retroactive sum plus interest in the amount of twelve percent (12%) per annum.

Nothing in this franchise may be construed to limit the exercise of authority now or later possessed by the County or any other governing body having competent jurisdiction to fix just, reasonable and compensatory rates or other requirements for services under this franchise. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the authority of the County or any other governing body to fix rates or other requirements for services.

19. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and King County environmental standards and ordinances.

20. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

21. PENALTY FOR VIOLATION OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the material terms, conditions, or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise or if the Grantee abandons its franchise, the Council may revoke this franchise. King County shall give written notice of its intent to revoke this franchise. A public hearing shall be scheduled within forty-five (45) days following the notification. The decision to revoke this franchise will become effective ninety (90) days following the public hearing if the County, by ordinance, finds:

- A. That the Grantee has not substantially cured the violation or failure to comply which was the basis of the notice; or
- B. that the violation or failure to comply which was the basis of the notice is incapable of cure; or
- C. that the Grantee has repeatedly violated or failed to comply with any of the material terms, conditions, or responsibilities of the franchise, even though the individual violations have been cured; and
- D. that the revocation of the franchise is in the public interest.

During the forty-five (45) days following the notification, the Grantee shall have the opportunity to remedy the failure to comply.

22. RIGHT OF APPEAL

Decisions, requirements, or approvals of the Director are binding on the parties to this document. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court.

23. SEVERANCE

This franchise gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law, then the remaining provisions of this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served.

Revised 07/25/96

13051

KING COUNTY WATER DISTRICT 90 PROPOSED FRANCHISE BOUNDARY

COMMISSIONERS: RAY GRIFFIN
MAG LOVELL
JIM ROHRER
MANAGER: DANIEL SELZLER
ATTORNEY: JACK H LEININGER

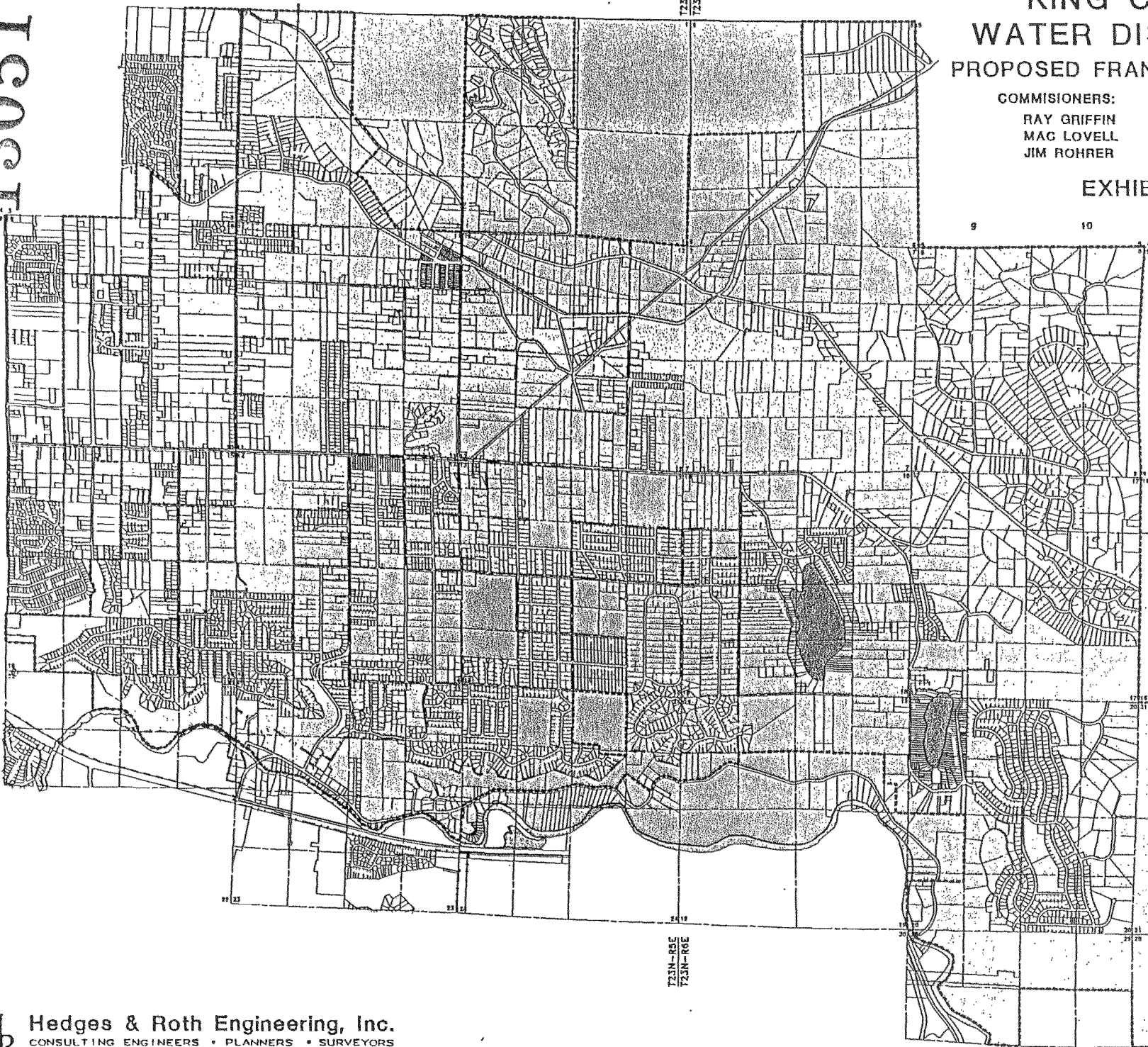
EXHIBIT "B"



0 800 1600 2400 3200
Scale in Feet

PLOT DATE: MARCH 25 1998

- LEGEND**
- KC WD90 Boundary
 - - - Urban Growth Area Line
 - - - Renton City Limits
 - ▭ Franchise Boundary



March 4, 1998
04100198

Introduced by LARRY PHILLIPS
KENT PULLEN
GREG NICKELS

Proposed No. 98-193

ORDINANCE NO. **13052**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and International Federation of Professional & Technical Engineers, Local 17 (Administrative Support), representing employees in the Department of Transportation; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the International Federation of Professional & Technical Engineers, Local 17, representing employees in the department of transportation and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from December 15, 1997, through and including December 14, 2000.

INTRODUCED AND READ for the first time this 16th day of

March, 1998.

PASSED by a vote of 13 to 0 this 30th day of

March, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Ronnie Miller
Chair

ATTEST:

Armenis

Clerk of the Council

APPROVED this 8 day of April, 1998.

Quald Am...
King County Executive

Attachment:

Collective Bargaining Agreement

1 AGREEMENT
2 BY AND BETWEEN
3 KING COUNTY AND THE
4 INTERNATIONAL FEDERATION OF PROFESSIONAL AND
5 TECHNICAL ENGINEERS, LOCAL 17 - ADMINISTRATIVE SUPPORT

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1 AGREEMENT BETWEEN
2 INTERNATIONAL FEDERATION OF PROFESSIONAL AND
3 TECHNICAL ENGINEERS, LOCAL 17 - ADMINISTRATIVE SUPPORT
4 AND
5 KING COUNTY
6

7 ARTICLE 1: PURPOSE

8 These articles constitute an Agreement, the terms of which have been negotiated in good faith
9 by representatives of King County and International Federation of Professional and Technical
10 Engineers, Local 17 (AFL-CIO).

11 The intent and purpose of this Agreement is to promote the continued improvement of the
12 relationship between King County (hereinafter call the County) and the employees represented by
13 International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the
14 Union) by providing a uniform basis for implementing the right of public employees to join
15 organizations of their own choosing and to be represented by such organizations in matters
16 concerning their employment relations with the County, and to set forth the wages, hours and other
17 working conditions of the bargaining unit employees, provided the County has authority to act on
18 such matters.
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1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2 **Section 1.** The Employer recognizes International Federation of Professional and Technical
3 Engineers, Local 17 as the exclusive representative of the employees in job classifications as listed in
4 attached Addendum A and Addendum B. The represented employees include all those appointed to
5 regular full-time and regular part-time positions, including probationary employees, and including
6 those in positions funded by grants or contracts.

7 **Section 2.** 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 and those who are not members on the effective date of this
10 Agreement shall become and remain members in good standing in the Union. It shall also be a
11 condition of employment that all employees covered by this Agreement and hired on or assigned into
12 the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of
13 such employment, become and remain members in good standing in the Union.

14 Provided, however, that nothing contained in this section shall require an employee to join the
15 Union who can substantiate membership in a church or religious body that, through bona fide
16 religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations,
17 in which case the employee shall pay an amount of money equivalent to regular union dues and
18 initiation fee to a non-religious charitable organization mutually agreed upon by the employee
19 affected and the bargaining representative to which such employee would otherwise pay the dues and
20 initiation fee. The employee shall furnish written proof that such payment has been made.

21 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
22 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
23 of dues or representational fees as certified by the secretary-treasurer of the Union and transmit the
24 same to the Union. The Union will indemnify, defend and hold the County harmless against any
25 claims made and against any suit instituted against the County on account of any check-off of dues
26 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
27 of the check-off provision upon presentation of proper evidence thereof.

1 Provided further that employees covered by this Agreement may decline to be members of the
2 Union and shall pay an amount of money equivalent to regular dues and initiation fee to the Union as
3 representation fee.

4 Provided further that in accordance with various decisions of the United States Supreme Court
5 employees who object to dues and fees being used for Union activities not directly related to
6 representation may decline to be members and shall pay an amount of money to the Union that is a
7 reduction of regular dues and initiation fee, as required under the law.

8 **Section 4.** Failure by an employee to abide by the above provisions shall constitute cause for
9 discharge of such employees; provided that when an employee fails to fulfill the above obligations
10 the Union shall provide the employee and the County with thirty (30) days' notification of the
11 Union's intent to initiate discharge action and during this period the employee may make restitution
12 in the amount which is overdue.

13 **Section 5.** The County will require all new employees hired into a position included in the
14 bargaining unit to sign a form (in triplicate) which will inform them of the Union's exclusive
15 recognition. One copy of the form will be retained by the County, one by the employee and the
16 original sent to the Union. The County will notify the Union of any employee leaving the bargaining
17 unit because of termination, layoff, leave of absence or dismissal.

18 **Section 6.** The County will transmit to the Union twice a year, upon request, a current listing
19 of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job
20 classification, work shift and location, and department or unit.

21 **Section 7.** An employee elected or appointed to office in a local of the Union which requires
22 a part or all of his/her time shall be given leave of absence without pay upon application.

23 **Section 8.** The County agrees not to contract out or assign to another agency or individual the
24 work normally performed by members of the bargaining unit if the contracting out or assignment of
25 such work eliminates or reduces the normal workload of the bargaining unit.

26 The County agrees to inform the Union of any contracting out under this section.
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1 ARTICLE 3: RIGHTS OF MANAGEMENT

2 The management of the County and the direction of the work force is vested exclusively in the
3 County subject to the terms of this Agreement. Except to the extent there is contained in this
4 Agreement express and specific provisions to the contrary, all power, authority, rights and
5 jurisdictions of the County are retained by and reserved exclusively to the County, including, but not
6 limited to, the right to manage the work of employees, to suspend or terminate, transfer, and evaluate
7 employees; to determine and implement methods, means and assignments, establish classifications
8 and select personnel by which operations are to be conducted, including staffing levels; and to
9 initiate, prepare, modify and administer the budget.

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1 ARTICLE 4: HOLIDAYS

2 Regular full-time and regular part-time employees shall be granted holidays with pay as
3 provided for in RCW 1.16.050 as amended:

4 New Year's Day	January 1st
5 Martin Luther King, Jr's Birthday	Third Monday in January
6 Presidents' Day	Third Monday in February
7 Memorial Day	Last Monday in May
8 Independence Day	July 4th
9 Labor Day	First Monday in September
10 Veteran's Day	November 11th
11 Thanksgiving Day	Fourth Thursday in November
12 Day after Thanksgiving	
13 Christmas Day	December 25th

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15 and any designated by public proclamation of the chief executive of the state as a legal holiday.

16 Whenever a holiday falls on a Sunday, the following Monday shall be observed as the
17 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

18 Holidays paid for but not worked shall be recognized as time worked for purposes of
19 determining weekly overtime for FLSA non-exempt employees.

20 Work performed on holidays by FLSA non-exempt employees shall be paid at one and one-
21 half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday pay
22 prorated in accordance with their regular schedule. For example:

23 Scheduled 24 Hours per Week	Pro-rated Hours of Annual 25 Holiday Earnings	Holiday Compensation for 26 Each of the 12 Holidays
27 35.0	84.0	7.0 hours
28 40.0	96.0	8.0 hours

An employee must be in a pay status either the employee's scheduled working day before or

1 the employee's scheduled working day after a holiday in order to receive holiday pay. An employee
2 leaving County employment the day prior to the holiday shall not receive holiday pay.

3 Each employee shall receive two (2) additional personal holidays; provided that no employee
4 shall be granted more than 96 hours of holiday time in a calendar year. These days shall be
5 administered through the vacation plan. One (1) day will be added to each employee's vacation
6 accrual on the first day of October and the first day of November of each year. Employees will be
7 able to use these days in the same manner as they use vacation days earned.

8 If an employee's regularly scheduled work hours exceed the number of holiday hours earned
9 on any non-work holiday, the employee shall have the option of using accrued vacation hours to
10 allow total compensation hours to equal the number of hours in the regular work schedule.

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1 ARTICLE 5: VACATION

2 The hourly accrual rates in the tables in this article are included for information, and shall not
3 be construed to mean that employees in job titles listed in Appendix B are compensated on an hourly
4 basis.

5 **Section 1.** Regular full-time employees shall receive vacation benefits as indicated in the
6 following table. Regular full-time employees on a 35 hour per week or any other work schedule of
7 less than 40 hours per week shall receive monthly vacation credit, equivalent annual vacation credit
8 and maximum vacation accumulation pro-rated as follows: (Length of service shall be total
9 continuous service with Metro and/or King County.)

Beginning Year of Active Service	Annual Leave in Days Per Year	Semi- monthly Accrual Rate Per Pay Day/40 Hours/Week Schedule	Hourly Accrual Rate 40 Hours/Week Schedule	Semi- monthly Accrual Rate Per Pay Day/35 Hours/Week Schedule	Hourly Accrual Rate 35 Hours/Week Schedule
Upon Hire through 12 mos.	12	4.00	0.0462	3.50	0.0462
Beginning of year 2	12	4.00	0.0462	3.50	0.0462
Beginning of year 3	12	4.00	0.0462	3.50	0.0462
Beginning of year 4	12**	4.00	0.0462	3.50	0.0462
Beginning of year 5	12**	4.00	0.0462	3.50	0.0462
Beginning of year 6	15	5.00	0.0577	4.38	0.0577
Beginning of year 7	15	5.00	0.0577	4.38	0.0577
Beginning of year 8	15	5.00	0.0577	4.38	0.0577
Beginning of year 9	16	5.34	0.0616	4.67	0.0616
Beginning of year 10	16	5.34	0.0616	4.67	0.0616
Beginning of year 11	20	6.67	0.0770	5.84	0.0770
Beginning of year 12	20	6.67	0.0770	5.84	0.0770
Beginning of year 13	20	6.67	0.0770	5.84	0.0770

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Beginning Year of Active Service	Annual Leave in Days Per Year	Semi-monthly Accrual Rate Per Pay Day/40 Hours/Week Schedule	Hourly Accrual Rate 40 Hours/Week Schedule	Semi-monthly Accrual Rate Per Pay Day/35 Hours/Week Schedule	Hourly Accrual Rate 35 Hours/Week Schedule
Beginning of year 14	20	6.67	0.0770	5.84	0.0770
Beginning of year 15	20	6.67	0.0770	5.84	0.0770
Beginning of year 16	20	6.67	0.0770	5.84	0.0770
Beginning of year 17	21	7.00	0.0808	6.13	0.0808
Beginning of year 18	22	7.34	0.0847	6.42	0.0847
Beginning of year 19	23	7.67	0.0885	6.71	0.0885
Beginning of year 20	24	8.00	0.0923	7.00	0.0923
Beginning of year 21	25	8.34	0.0962	7.29	0.0962
Beginning of year 22	26	8.67	0.1001	7.59	0.1001
Beginning of year 23	27	9.00	0.1039	7.88	0.1039
Beginning of year 24	28	9.34	0.1078	8.17	0.1078
Beginning of year 25	29	9.67	0.1116	8.46	0.1116
Beginning of year 26	30	10.00	0.1154	8.75	0.1154
Maximum Vacation Balance Allowable is 60 days (60 x guaranteed hours)					
Sick Leave is accrued on each payday at the rate of: .04616 hours for each paid hour					
** Note: County employees who were hired on or before 12/31/96 receive 15 days vacation upon completion of three (3) years of service (.0577 hours x paid hours)					

Section 2. For purposes of this Section, employees using accrued vacation shall be paid for such vacation at the base rate of pay in effect at the time of vacation or upon termination; provided that special assignments shall not be considered to be a part of the base rate.

Section 3. Regular employees on a 35 hour work week shall earn and expend vacation credits based on a seven (7) hour day. Regular employees on a 40 hour work week shall earn and expend

1 vacation credits based on an eight (8) hour day. Regular employees on a 7-on/7-off schedule who
2 work a 10-hour day shall accrue vacation benefits at the same rate as 35 hour per week employees
3 and shall expend same on an hour for hour basis. Regular part-time employees shall earn vacation
4 credits based on the number of hours worked per month, pro-rated up to 35-hours per work week.

5 **Section 4.** Regular part-time employees shall accrue vacation leave in accordance with the
6 vacation leave schedule set forth in Section 1 of this Article, provided, however, such accrual rates
7 shall be prorated to reflect the employee's hours of work.

8 **Section 5.** No employee shall work for compensation for the County in any capacity during
9 the time that the employee is on vacation leave.

10 **Section 6.** Employees eligible for vacation leave shall accrue vacation leave from their date
11 of hire.

12 **Section 7.** Vacation leave may be used by FLSA covered employees in one-half hour
13 increments, at the discretion of the appointing authority. FLSA exempt employees may use vacation
14 leave in increments of not less than one (1) day.

15 **Section 8.** Any regular full-time or regular part-time employee who has completed at least
16 one (1) year of service may donate to any other regular employee a portion of his or her accrued
17 vacation for the purpose of supplementing the sick or family leave benefits of the receiving
18 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time
19 rate.

20 Vacation donations are strictly voluntary. Employees are prohibited from offering or
21 receiving monetary or any other compensation in exchange for donating vacation hours. The number
22 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

23 Donated vacation must be used within ninety (90) calendar days. Donated vacation not used
24 within ninety days or due to the death of the receiving employee shall revert to the donor.

25 Donated vacation is excluded from vacation payoff provisions.

26 **Section 9.** No employee shall earn the equivalent of one month's vacation credit during a
27 month when the employee is absent without pay more than three working days, and an employee
28 shall not be granted vacation benefits if not previously accrued by the employee.

1 Section 10. In cases of separation by death, payment of unused vacation benefits shall be
2 made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

3 Section 11. Employees may continue to accrue vacation beyond the maximum of 480 hours
4 if accrued vacation will be lost as a result of a denial of an employee's previously approved and
5 scheduled vacation request. In addition, employees who reach the maximum of 480 hours may
6 continue to accrue vacation through the remainder of the calendar year in which the maximum
7 balance is attained; unused vacation above the 480 hour maximum will be forfeited on December 31
8 of that year.

9 Section 12. Employees in regular positions who leave King County employment for any
10 reason after successful completion of six months of County service will be paid for their unused
11 vacation up to the maximum specified herein. Employees shall not be eligible to take or be paid for
12 vacation leave until they have successfully completed their first six months of County service, and if
13 they leave County employment prior to successfully completing their first six months of County
14 service they shall forfeit and not be paid for accrued vacation leave. Regular part-time employees
15 who are employed at least half-time and receive vacation and sick leave and regular full-time
16 employees shall be paid for accrued vacation leave to their date of separation up to the maximum
17 accrual amount if they have successfully completed their first six months of County service and are in
18 good standing. Employees shall forfeit the excess accrual on December 31st of each year.

19 Section 13. In cases of separation from County employment by death of an employee who
20 has successfully completed his/her first six months of County service and who has accrued vacation
21 leave, payment of unused vacation leave up to the maximum accrual amount shall be made to the
22 employee's estate or, in applicable cases, as provided for by state law, RCW Title 11.

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1 ARTICLE 6: SICK LEAVE

2 The hourly accrual rates are for information, and shall not be construed to mean that
3 employees in job titles listed in Addendum B are compensated on an hourly basis.

4 **Section 1.** Every employee in a regular full-time or regular part-time position shall accrue
5 sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of
6 the employee's position, and an annual rate equal to .04616 hours for each hour in pay status
7 exclusive of overtime up to a maximum of eight hours per month, provided that regular full-time
8 employees shall accrue one day per month; except that sick leave shall not begin to accrue until the
9 first of the month following the month in which the employee commenced employment. The
10 employee is not entitled to sick leave if not previously earned.

11 Examples of the above formula are an employee whose annual work schedule is 2080 hours
12 shall accrue sick leave monthly at a rate of .00384615 times 2080 or eight (8) hours per month. An
13 employee whose annual work schedule is 2088 hours shall accrue sick leave at a rate of .04616 per
14 each 80 hours bi-weekly pay period times 2 payperiod per month or eight (8) hours per month.

15 **Section 2.** Sick leave shall be paid on account of the employee's illness. Regular employees
16 are eligible for payment on account of illness for the following reasons:

17 a. Employee illness; provided, that an employee who suffers an occupational illness may not
18 simultaneously collect sick leave and worker's compensation payments in a total amount greater than
19 the net regular pay of the employee;

20 b. The employee's incapacitating injury, provided that:

21 (1) An employee injured on the job may not simultaneously collect sick leave and
22 worker's compensation payments in a total amount greater than the net regular pay of the employee;

23 (2) An employee may not collect sick leave for physical incapacity due to any injury
24 or occupational illness which is directly traceable to employment other than with the County;

25 c. A female employee's temporary disability caused by or contributed to by pregnancy and
26 childbirth;

27 d. Employee exposure to contagious diseases and resulting quarantine;

1 e. Employee keeping medical, dental, or optical appointments, provided that the employee's
2 appointing authority has approved the use of sick leave for such appointments;

3 f. To care for the employee's child or the child of an employee's domestic partner if the
4 following conditions are met:

5 (1) The child is under the age of eighteen;

6 (2) The employee is the natural parent, stepparent, adoptive parent, legal guardian,
7 foster-care parent, or other person having legal custody and control of the child;

8 (3) The employee's child or the child of an employee's domestic partner has a health
9 condition requiring the employee's personal supervision during the hours of his/her absence from
10 work;

11 (4) The employee actually attends to the child during the absence from work;

12 g. Up to one day of sick leave may be used by an employee for the purpose of being present
13 at the birth of his/her child.

14 **Section 3.** Every regular part-time employee shall receive and expend sick leave benefits
15 proportionate to the employee's regular work day. For example: If a regular part-time employee
16 normally works four hours per day and the department's normal work day is eight hours, the
17 employee will receive four hours of sick leave benefits for the month. Employees shall be entitled to
18 use sick leave in the maximum amount of three days for each instance where such employee is
19 required to care for immediate family members who are seriously ill. There shall be no limit on the
20 use of sick leave to care for children under Section 2.f. of this Article.

21 **Section 4.** An employee who has exhausted all of his/her sick leave may use accrued vacation
22 leave as sick leave before going on leave of absence without pay, if approved by his/her appointing
23 authority.

24 **Section 5.** Any regular full-time or regular part-time employee whose sick leave accrual
25 balance exceeds one hundred (100) hours may donate to any other regular full-time or part-time
26 employees a portion of his or her accrued sick leave upon written notice to the donating and receiving
27 employees' department director(s). Sick leave hour donations are strictly voluntary. No employee
28 may donate more than twenty-five (25) hours of his her accrued sick leave in a calendar year.

1 Employees are prohibited from offering or receiving monetary or any other compensation in
2 exchange for donating sick leave hours.

3 Donated hours shall be converted to a dollar value based upon the donor's straight time hourly
4 rate.

5 Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not
6 used within ninety days or due to the death of the receiving employee shall revert to the donor.

7 Donated sick leave hours are exempt from sick leave payoff provisions.

8 **Section 6.** Sick leave may be used by FLSA-covered employees in one-half hour increments
9 at the discretion of the division manager. FLSA-exempt employees use sick leave in increments of
10 not less than one day.

11 **Section 7.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

12 **Section 8.** Division management is responsible for the proper administration of this benefit.

13 In cases where management has uniform documentation to support a history of excessive or patterned
14 absenteeism, an employee may be put on written notice by the Division Manager that for a period not
15 to exceed six (6) months requests for compensation under Article 6. Sick Leave must be
16 accompanied by proof of need.

17 **Section 9.** Separation from King County employment, except by retirement or reason of
18 temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
19 employee. Should the employee resign in good standing and return to the County within two years,
20 accrued sick leave shall be restored.

21 **Section 10.** Accrued sick leave may be used for absence due to temporary disability
22 including that caused or contributed to by pregnancy, but there shall be no requirement to exhaust
23 accrued sick leave prior to taking a leave of absence for such disability.

24 **Section 11.** Employees eligible to accrue sick leave, who have successfully completed at
25 least five years of County service, and who retire as a result of length of service or who terminate by
26 reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as applicable,
27 an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the
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1 employee's rate of pay in effect upon the date of leaving County employment less mandatory
2 withholdings.

3 All, payments shall be made in cash, based on the employee's base rate, and there shall be no
4 deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County
5 health insurance at the COBRA rates.

6 **Section 12.** Employees injured on the job cannot simultaneously collect sick leave and
7 worker's compensation payments greater than net regular pay of the employee. Administrative rules
8 have been established to allow for payments equal to net regular pay of employees qualifying under
9 worker's compensation.

10 **Section 13. Family Care and Death**

11 A. Regular, full-time employees shall be entitled to three (3) working days of
12 bereavement leave a year due to death of members of their immediate family.

13 B. Regular, full-time employees who have exhausted their bereavement leave shall be
14 entitled to use sick leave in the amount of up to three working days for each instance when death
15 occurs to a member of the employee's immediate family.

16 C. For purposes of this section, a "working day" refers to all of the hours an employee
17 is scheduled to work on the day of bereavement leave.

18 D. Regular, full-time employees shall be entitled to use and shall normally have
19 approved sick leave in accordance with King County Guidelines and future King County Guidelines
20 which may expand the use of sick leave.

21 E. In the application of any of the foregoing provisions, when a holiday or regular day
22 off falls within the prescribed period of absence, it shall not be charged against the employee's sick
23 leave bereavement account.

24 F. For the purposes of this section, regular, part-time employees shall be entitled to
25 the same benefits on a prorata basis.

26 **Section 14.** Up to three days of sick leave per year may be used for the purpose of
27 volunteering in a school, in accordance with existing policies and practices.

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ARTICLE 7: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 1. Effective on January 1, of each year during the term of this Agreement, the base wage rates in effect the previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index (September to September) with a maximum increase of six per cent but not less than two per cent.

Section 2. The parties agree to replace the existing Merit Pay program with a salary step progression plan, to be constructed of a series of five equal step increases from the current minimum and maximum steps of existing pay ranges. On January 1, 1998, all employees shall be placed on the step equivalent to the step he/she would have reached had the step pay plan been in effect for the previous three and one-half years, but not lower than the current wage. Employees shall advance to the next highest step each year on the anniversary date of their previous step increase.

Section 3. Employees who are at the top step of their salary range will be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's discretion, in accordance with the King County Merit Pay Plan. Employees are eligible for the merit increase who have achieved a performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two consecutive years.

An employee's performance rating and a decision to grant a merit increase is not subject to the grievance and arbitration provisions of Article 13, Dispute Resolution Procedures.

ARTICLE 8: HOURS OF WORK AND OVERTIME

Section 1. For employees in job titles listed in Addendum A (jobs that are not exempt from the Fair Labor Standards Act overtime requirements): the normal work week shall consist of five consecutive work days not to exceed eight hours in a nine hour period. The parties agree that alternative work schedules may be established that are mutually agreed between the employee and employer.

Section 2. For employees in job titles listed in Addendum A: employees shall be compensated at the rate of time and one-half for all hours worked in excess of the scheduled work shift, or in excess of forty hours in one workweek, or work on a holiday or a regularly scheduled day off. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by the supervisor.

Section 3. For employees in job titles listed in Addendum B: such employees are employed in a bona fide administrative or professional capacity, and are exempt from overtime payments under the Federal Fair Labor Standards Act. They are covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy (Executive Policy PER 8-1-1) and are expected to work the hours necessary to perform their jobs.

Section 4. If the County decides to establish a forty (40) hour workweek for non-FLSA-exempt Employees currently on a thirty-five (35) hour workweek, the County will meet and negotiate the effects of this change with the Union for those Employees affected.

Section 5. If the County determines to establish a forty (40) hour work week as the uniform basis for compensation and leave accruals for FLSA exempt Employees, the County will meet and negotiate with the Union the effects of this change for those employees affected.

1 ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE

2 **Section 1.** The County shall maintain the current level of benefits under its medical, dental,
3 vision and life insurance programs during the life of this Agreement.

4 **Section 2.** There shall be established a Labor-Management Insurance Committee comprised
5 of an equal number of representatives from the County and the Labor Union Coalition whose function
6 shall be to review, study, and make recommendations relative to existing medical, dental, and life
7 insurance programs.

8 **Section 3.** The Union and the County agree to incorporate changes to employee insurance
9 benefits which the County may implement as a result of the agreement of the Joint Labor-
10 Management Insurance Committee.

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1 ARTICLE 10: MISCELLANEOUS

2 **Section 1.** All employees who have been authorized to use their own transportation on
3 County business shall be reimbursed at the rate established by County Council action.

4 **Section 2.** The County shall furnish the Union with specific classification specifications for
5 classifications in the bargaining unit descriptive of the function, scope and complexity of the position
6 and the knowledge, abilities and qualifications for the position. The County and the Union shall meet
7 to review proposed modifications and revisions to said specifications prior to implementation.

8 **Section 3.** The Employer will continue to provide all articles of clothing and equipment
9 required for safety and/or identification, according to current practice.

10 **Section 4.** The County may provide employees release time to attend training programs that
11 will be beneficial to their job performance. Notice of all such training opportunities which
12 management deems appropriate will be made available to all employees in writing. If the County
13 requires attendance at such training programs, the County will pay the expenses incurred.

14 **Section-5.** The Employer will provide all regular employees with bus passes at no cost in
15 accordance with current practice and County ordinance.

1 ARTICLE 11: DISCIPLINE

2 An Employee may be disciplined for any of the reasons enumerated in the "Discipline"
3 section of the King County Personnel Guidelines. Discipline may include, but is not limited to,
4 verbal or written reprimands, delayed salary step increases, demotion, suspension without pay and/or
5 discharge of the Employee.

6 Prior to any disciplinary action being taken, an investigation will be conducted. The
7 Employee will be advised of the basis for any disciplinary action and given the opportunity to
8 respond prior to the implementation of the discipline. The type and severity of disciplinary action
9 will be consistent with the nature and severity of the behavior that led to the disciplinary action. In
10 determining appropriate disciplinary action, the County will also consider mitigating circumstances,
11 which may include the Employee's work record.

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1 ARTICLE 12: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT

2 PLAN

3 Each Employee will receive regular performance evaluations.

4 When an Employee's supervisor believes the Employee's performance is unsatisfactory, the
5 supervisor will document the specific performance deficiencies with a written performance appraisal.
6 This Employee may request that this performance appraisal be reviewed by the next higher level of
7 supervision. Upon receipt of an unsatisfactory performance appraisal and, if requested, the
8 completion of a higher level review which confirms the unsatisfactory performance appraisal, the
9 Employee will be placed on a *Performance Improvement Plan*. The *Performance Improvement Plan*
10 will be reviewed by Transit Human Resources and will include the following:

- 11 • Opportunity for the employee to be involved in the development of the *Performance*
12 *Improvement Plan*
- 13 • Description of the Employee's specific performance deficiencies
- 14 • Specific performance objectives
- 15 • Listing of resources available to the Employee, as appropriate
- 16 • Specified duration that provides sufficient time for the employee to make the required
17 improvements
- 18 • Regular review of the employee's performance with written evaluation to the Employee
19 indicating his/her progress in meeting the specific performance objectives.

20 The act of placing an Employee on a *Performance Improvement Plan* is not a grievable
21 action.

22 While on a *Performance Improvement Plan*, an Employee will not receive any scheduled
23 salary step increase. If the Employee successfully completes the *Performance Improvement Plan*, the
24 Employee will then receive the delayed salary step increase. Delayed receipt of a salary step increase
25 will not impact future scheduled salary step increases.

26 When an Employee is unable to satisfactorily perform the specific performance objectives of
27 his/her *Performance Improvement Plan*, the supervisor may extend the period of the *Performance*
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1 *Improvement Plan* if the supervisor determines that the Employee may be able to make the required
2 improvements if given more time.

3 An Employee who is unable to satisfactorily perform the specific performance objectives of
4 his/her *Performance Improvement Plan* will be subject to demotion or discharge from employment.
5 Demotions or discharges resulting from a failure to satisfactorily complete a *Performance*
6 *Improvement Plan* will be subject to the grievance and arbitration process in Article 13.

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ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

Section 1. Grievance/Arbitration/Mediation. King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

A. Definition.

Grievance - An issue raised by an employee relating to interpretation of his/her rights, benefits, or conditions of employment as contained in this Agreement.

B. Procedure.

Step 1. A grievance shall be verbally presented by the aggrieved employee and his/her representative, if the employee wishes, within fifteen (15) working days of the date when the employee could reasonably be expected to know of the basis for a grievance, to the employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days. If a grievance is not presented in writing to the next level within ten (10) working days, it shall be presumed resolved.

Step 2. If after thorough discussion with the supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative shall reduce the grievance to writing, outlining the facts as they are understood. The written grievance may then be presented to the Section Manager within ten (10) workdays as stated above for investigation, discussion, and written reply. The Section Manager shall make his/her written decision available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher level within the following ten (10) working days, it shall be presumed resolved.

Step 3. If after thorough evaluation, the decision of the Section Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Division Manager. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Division

1 Manager. He/she may interview the employee and/or his/her representative and receive any
2 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
3 his/her written decision available within fifteen (15) working days. The Division Manager's final
4 pre-arbitration response must be concurred in by the Director of the Office of Human Resources
5 Management. If the matter is not resolved, OHRM will be the Union's contact thereafter in this
6 process. The Division's Manager's final pre-arbitration response must be concurred in by the
7 Director of the Office of Human Resources Management. If the grievance is not pursued to the next
8 higher level within thirty (30) working days, it shall be presumed resolved.

9 *Step 4.* If within thirty (30) calendar days of the date of response provided in Step
10 Three, the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration
11 has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The
12 process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual
13 request.

14 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
15 Step Three, the Parties shall select a third disinterested party to serve as an arbitrator. In the event
16 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
17 panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation
18 and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected
19 from the list by both the County representative and the Union, each alternately striking a name from
20 the list until only one name remains. The party to strike first shall be determined by a coin toss. The
21 arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision
22 promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may
23 be arbitrated which the County, by law, has no authority over, has no authority to change, or has been
24 delegated to any civil service commission or personnel board, as defined in RCW 41.56.

25 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
26 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
27 in reaching a decision.

1 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
2 equally by both parties.

3 No matter may be arbitrated which the County by law has no authority over, has no authority
4 to change, or has been delegated to any civil service commission or personnel board as defined in
5 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

6 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

7 C. Time Limits. Time limits may be extended upon written consent of the parties.

8 **Section 2. Alternate Dispute Resolution Procedures.**

9 A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP
10 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
11 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
12 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
13 Labor Practice.

14 B. Grievance. After a grievance is initially filed, the following Alternative Dispute
15 Resolution (ADR) process may be followed, with mutual consent. This process will not exceed ten
16 (10) days:

17 a. A meeting will be arranged by the Union representative and Employer
18 representative (or their designees) to attempt to resolve the matter.

19 b. (1) The meeting will include a mediator and the affected parties.

20 (2) The parties may mutually agree to other participants such as union and
21 management representatives or subject matters experts.

22 c. The parties will meet at mutually agreeable times to attempt to resolve the
23 matter.

24 d. If the matter is resolved, the grievance will be withdrawn.

25 e. If the matter is not resolved, the grievance will continue through the
26 grievance process.

27 f. The moving party can initiate the next step in the grievance process at the
28 appropriate time, irrespective of this process.

1 g. Offers to settle and aspects of settlement discussions will not be used as
2 evidence or referred to if the grievance is not resolved by this process.

3 This Section does not supersede or preclude any use of grievance mediation later in the
4 grievance process.

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1 ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical
5 handicap (SMPH).

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1 ARTICLE 15: SAVINGS CLAUSE

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decrees of a court of competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5 remaining portions hereof, provided, however, upon such invalidation the parties agree immediately
6 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
7 remain in full force and effect.

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ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the division manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his automatic resignation became effective.

Section 2. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section 3. Any employee who commits any act prohibited in this section will be subject in accord with the County's Work Rules to the following action or penalties:

a. Discharge.

b. Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 17: WAIVER AND RE-OPENER AGREEMENT

Section 1. 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 the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees 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.

Section 2. No later than sixty (60) days after the implementation of this Agreement, the parties agree to initiate an Interest Based Bargaining process, with the intent to reach agreements on the following subject:

- On Call status, designations, compensation, conditions;
- Conditions and standards for leaves without pay (such as sabbaticals, education leaves, etc.);
- Alternative work schedules, FLSA exempt and non-exempt;
- Training, and funding for training, technological changes;
- Seniority for layoff and other purposes (promotion, etc.);
- Reduction in force procedures;
- Provision of required safety and job-related clothing, equipment;
- Alternative work; gradual return to work after on-the-job injury;
- Provisions for acting assignments, working out of classification, re-classification requests;
- Income protection (e.g. use of sick leave) when work is interrupted by major catastrophic events;
- Impacts of Metro/King County consolidation not otherwise addressed in this Agreement;
- Procedures for posting jobs and conducting interviews;
- Vacation cash out;
- Any other subject that may be introduced in accordance with the mutually agreed negotiations ground rules.

1 **Section 3.** Any tentative agreements reached as a result of the Interest Based Bargaining as
2 provided in Section 2 above will be subject to ratification by both parties. If ratified, they will be
3 incorporated into this Agreement and remain in effect for its duration.

4 **Section 4.** Upon completion of the Classification/Compensation Project, either party may
5 request to open negotiations on the effects of the project prior to implementation; however, the Union
6 acknowledges the County's authority to implement classification decisions of the project on the
7 established effective date, for those positions with no pending appeal.

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1 ARTICLE 18: EMPLOYEE RIGHTS

2 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action
3 unless said activities are detrimental to the employee's work performance or the program of the
4 agency.

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any
6 employee for any reason, the employee shall be apprised of his/her rights of appeal and representation
7 as provided for in Article 13 (Dispute Resolution Procedures) of this Agreement.

8 **Section 3.** No employee shall be disciplined or discharged except in accordance with Article
9 11, "Discipline" or Article 12, "Performance Appraisals & Performance Improvement Plan." All
10 investigations related to disciplinary matters will be conducted in a timely manner.

11 **Section 4.** The employee and/or representative may examine the employee's personnel file(s)
12 if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job
13 performance or personal character shall be brought to his or her attention. The employee may
14 challenge the propriety of including it in the file(s). The employee shall have the right to insert
15 documentation into the file(s), providing such documentation is relevant to the challenge.
16 Unauthorized persons shall not have access to employee files or other personal data relating to their
17 employment.

18 **Section 5.** No employee shall be required to use equipment which is not in a safe condition.
19 In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the
20 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment
21 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if
22 the employer determines the equipment to be unsafe. At such time as the employer determines the
23 equipment to be safe, the employee will be advised.

1 ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION

2 All work outside of classification in an acting capacity shall be assigned in writing by the
3 division manager or his/her designee for an entire day/shift. An employee so assigned to work
4 outside of classification shall be paid at the first step of the higher class or five percent (5%) over the
5 employee's regular rate of pay received prior to the assignment, whichever is greater, for all time
6 spent while so assigned.

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1 **ARTICLE 20: UNION REPRESENTATION**

2 **Section 1.** Authorized representatives of the Union may, after notifying the County official in
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for
4 the purpose of investigating grievances, but shall not conduct union business on County time.

5 **Section 2.** Authorized representatives of the Union may have reasonable access to its
6 members in County facilities for transmittal of information or representation purposes before work
7 and during lunch breaks or other regular breaks as long as the work of the County employees and
8 services to the public are unimpaired. Prior to contacting members in County facilities, such
9 authorized agents shall make arrangements with the division manager.

10 **Section 3.** The Union shall have the right to appoint stewards within Sections and locations
11 where its members are employed under the terms of this Agreement.

12 **Section 4.** It shall be a violation of this Agreement to directly or indirectly interfere with,
13 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of
14 their right to organize and designate representatives of their own choosing for the purpose of
15 collective bargaining or in the free exercise of any other right under RCW 41.56.

16 **Section 5.** The County agrees to permit the Union to post on County bulletin boards the
17 announcement of meetings, election of officers, and any other Union material, provided there is
18 sufficient space beyond what is required by the County for "normal" operations. If sufficient space is
19 not available on County boards or in areas where County boards are not available, the Union may
20 provide one with location of same to be determined through mutual agreement of the Union and the
21 Employer.

1 ARTICLE 21: DURATION


2 This Agreement shall become effective upon the conclusion of the approval process by King
3 County Council and cover the period December 15, 1997 through December 14, 2000.

4 Contract negotiations for the period beginning December 15, 2000 may be initiated by either
5 party providing to the other written notice of its intention to do so prior to October 15, 2000. It is the
6 goal of both parties to conclude negotiations prior to expiration of this Agreement.

7 Executed this 6th day of March 1998.

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11 Deputy KING COUNTY EXECUTIVE

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14 INTERNATIONAL FEDERATION OF PROFESSIONAL
15 AND TECHNICAL ENGINEERS, LOCAL 17

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18 Karen Place, Union Representative

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20 Employee Representative:

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24 Victoria Peterson

Employees in the following job titles are covered by this agreement, and are subject to the overtime provisions of the Fair Labor Standards Act:

All employees within the Transit Division, King County Department of Transportation, in the following job titles (except those in positions excluded from the bargaining unit:

Classification Number	Classification Title					
		Step A	Step B	Step C	Step D	Step E
832400	Assistant, Administrative Support II	\$11.27	\$12.00	\$12.73	\$13.45	\$14.18
832500	Specialist, Administrative I	\$12.49	\$13.30	\$14.10	\$14.91	\$15.71
832600	Specialist, Administrative II	\$13.52	\$14.53	\$15.53	\$16.54	\$17.54

ADDENDUM B

13052

Professional and Technical Unit, FLSA exempt:

There are no FLSA exempt classifications in this unit.

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