



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 10, 2001**

**Ordinance 14277**

**Proposed No. 2001-0578.1**

**Sponsors Pullen and Phillips**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement and two memoranda of agreement  
3 negotiated by and between King County and International  
4 Federation of Professional & Technical Engineers, Local  
5 17 (administrative support and rideshare) representing  
6 employees in the department of transportation; and  
7 establishing the effective date of said agreement.

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

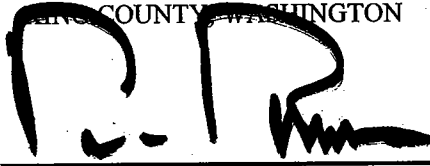
11 SECTION 1. The agreement negotiated between King County and International  
12 Federation of Professional & Technical Engineers, Local 17 (administrative support and  
13 rideshare) representing employees in the department of transportation and attached hereto  
14 is hereby approved and adopted by this reference made a part hereof.

15            SECTION 2. Terms and conditions of said agreement shall be effective from  
16            July 15, 2001, through and including July 14, 2004.  
17

Ordinance 14277 was introduced on 12/3/01 and passed by the Metropolitan King  
County Council on 12/10/01, by the following vote:

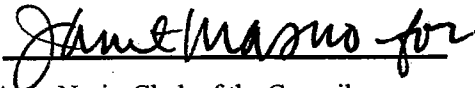
Yes: 10 - Mr. von Reichbauer, Ms. Miller, Mr. Phillips, Mr. Pelz, Mr.  
McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Mr. Irons and Ms. Patterson  
No: 0  
Excused: 3 - Ms. Fimia, Mr. Nickels and Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY WASHINGTON



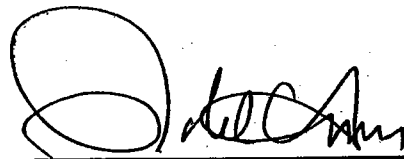
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 13 day of December, 2001.



Ron Sims, County Executive

**Attachments**

- A. Agreement by and between King County International Federation of Professional and Technical Engineers, Local 17 Administrative Support & Rideshare Index, B. Memorandum of Agreement by and between King County and the International Federation of Professional and Technical Engineers, Local 17 Administrative Support and Rideshare Bargaining Unit Implementation and Retroactive Payment of 2001 COLA, C. Memorandum of Agreement by and between King County and the International Federation of Professional and Technical Engineers, Local 17 Administrative Support and Rideshare Bargaining Unit Implementation of Coalition Bargaining, D. Addendum A International Federation of Professional Technical Engineers, Local 17 Administrative Support Rideshare

14277

**AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY AND THE**  
**INTERNATIONAL FEDERATION OF PROFESSIONAL AND**  
**TECHNICAL ENGINEERS, LOCAL 17**  
**ADMINISTRATIVE SUPPORT & RIDESHARE**  
**INDEX**

1  
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3  
4  
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6  
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8  
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14  
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ARTICLE 1 PURPOSE..... 1

ARTICLE 2 UNION RECOGNITION AND MEMBERSHIP..... 2

ARTICLE 3 RIGHTS OF MANAGEMENT ..... 4

ARTICLE 4 VACATION LEAVE ..... 5

ARTICLE 5 BEREAVEMENT LEAVE ..... 7

ARTICLE 6 SICK LEAVE AND TIME OFF FOR MEDICAL AND FAMILY REASONS ..... 8

ARTICLE 7 HOLIDAYS..... 12

ARTICLE 8 RATES OF PAY AND COST OF LIVING ALLOWANCES ..... 13

ARTICLE 9 HOURS OF WORK AND OVERTIME ..... 14

ARTICLE 10 MEDICAL, DENTAL AND LIFE INSURANCE ..... 15

ARTICLE 11 MISCELLANEOUS ..... 16

ARTICLE 12 DISCIPLINE..... 22

ARTICLE 13 PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT PLAN 23

ARTICLE 14 DISPUTE RESOLUTION PROCEDURES..... 25

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY ..... 29

ARTICLE 16 SAVINGS CLAUSE ..... 30

ARTICLE 17 EMPLOYEE RIGHTS..... 31

ARTICLE 18 UNION REPRESENTATION..... 32

ARTICLE 19 WORK STOPPAGES AND EMPLOYER PROTECTION..... 33

ARTICLE 20 COMPLETE AGREEMENT..... 34

ARTICLE 21 DURATION ..... 35

1 **ARTICLE 1: PURPOSE**

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

5       The intent and purpose of this Agreement is to promote the continued improvement of the  
6 relationship between King County (hereinafter called the County) and the employees represented by  
7 International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the  
8 Union) by providing a uniform basis for implementing the right of public employees to join  
9 organizations of their own choosing and to be represented by such organizations in matters  
10 concerning their employment relations with the County, and to set forth the wages, hours and other  
11 working conditions of the bargaining unit employees, provided the County has authority to act on  
12 such matters.

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

2        **Section 1.** The County recognizes the Union as the exclusive collective bargaining  
3 representative of all employees whose job classifications are listed in the attached Addendum A and  
4 made a part hereof by this reference.

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

14        Provided, however, that nothing contained in this section shall require an employee to join  
15 said Union who can substantiate in accordance with case law bona fide religious tenets or teachings  
16 that prohibits the payment of dues or initiation fees to Union organizations. Such employee shall pay  
17 an amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to  
18 a non-religious charity or to another charitable organization mutually agreed upon by the employee  
19 affected and the bargaining representative to which such public employee would otherwise pay the  
20 dues and initiation fee. The employee shall furnish proof to the Union each month that such payment  
21 has been made.

22        **Section 3.** The County shall not contract out work which the members of the Union have  
23 historically performed unless it is required by law or is a business necessity due to an emergency  
24 situation or to augment the work-force on a temporary, short-term basis of six months or less. Except  
25 for emergency situations, the County shall provide notice to the union of its intent to contract out and,  
26 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under  
27 no circumstances shall the County agree to any long-term or permanent contracting out of bargaining  
28 unit work. Nothing in this provision shall limit what the County has historically contracted out, and

1 no jobs will be eliminated due to contracting out.

2 **Section 4.** Upon receipt of written authorization individually signed by a bargaining unit  
3 employee, the County shall have deducted from the pay of such employee the amount of dues and  
4 initiation fee or the appropriate fair share payment for Rideshare Bargaining Unit temporary  
5 employees, as certified by the Secretary-Treasurer of the Union, and shall transmit the same to the  
6 Secretary-Treasurer of the Union.

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

11 **Section 5.** The County will require all new employees hired, transferred, or promoted into a  
12 position included in the bargaining unit to complete a form to inform the Union of their hire. One  
13 copy of the form will be retained by County payroll, one copy of the form will be given to the  
14 employee and the original will be sent to the Union. The County will notify the Union of any  
15 employee leaving the bargaining unit.

16 **Section 6.** The County will transmit to the Union a current listing of all employees in the  
17 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per  
18 calendar year. For all employees performing bargaining unit work, the list shall include the name of  
19 the employee, classification, home address, department and salary.

20 **Section 7.** Failure by an employee to satisfy the requirements of Section 2 shall constitute  
21 cause for dismissal; provided that the County has no duty to act until the Union makes a written  
22 request for discharge and verifies that the employee received written notification of the delinquency  
23 including the amount owing, the method of calculation, and notification that non-payment after a  
24 period of no less than seven (7) days will result in discharge by the County. A copy of each written  
25 notification shall be mailed to the County concurrent with its mailing to the employee.

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**ARTICLE 3: RIGHTS OF MANAGEMENT**

*Section 1. Rights of Management* - The management of the County and the direction of the work force is vested exclusively in King County. Except as may be limited by the express written terms of this Agreement, all matters, including but not limited to, the right to hire, appoint, promote, discharge for just cause, improve efficiency, train, assign and direct the work force, develop and modify classification specifications, allocate positions to classifications, determine work schedules, determine location of facilities, and determine methods. Processes and means for providing services shall remain the exclusive right of the County for the duration of this Agreement.

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1 **ARTICLE 4: VACATION LEAVE**

2 Employees eligible for leave benefits shall accrue vacation leave benefits as described in and  
3 further qualified by this section.

4 **Section 1.**

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

22 **Section 2.** Vacation accrual rates for an employee who works other than the full time  
23 schedule shall be prorated to reflect his or her normally scheduled work week.

24 **Section 3.** Employees eligible for vacation leave shall accrue vacation leave from their date  
25 of hire into a benefit eligible position.

26 **Section 4.** Employees eligible for vacation leave may accrue up to sixty days (480 hours)  
27 vacation leave. Such employees shall use vacation leave beyond the maximum accrual amount prior  
28 to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will



1 result in forfeiture of the vacation leave beyond the maximum amount unless the employee's  
2 immediate supervisor has approved a carryover of such vacation leave because of cyclical workloads,  
3 work assignments or other reasons as may be in the best interests of the County.

4 **Section 5.** Career service, provisional, probationary and Rideshare Bargaining Unit term-  
5 limited Rideshare Bargaining Unit temporary employees, shall not be eligible to take or be paid for  
6 vacation leave until they have successfully completed their first six months of County employment,  
7 and if they leave County employment prior to successfully completing their first six months of county  
8 service, shall forfeit and not be paid for accrued vacation leave.

9 **Section 6.** Employees eligible for leave benefits shall be paid for accrued vacation leave to  
10 their date of separation up to the maximum accrual amount if they have successfully completed their  
11 first six months of county service and were not discharged for theft or misappropriation of funds.

12 **Section 7.** Employees shall not use or be paid for vacation leave until it has accrued and such  
13 use or payment is consistent with the provisions of this section.

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

16 **Section 9.** Vacation leave may be used in one-half hour increments, at the discretion of the  
17 employee's immediate supervisor.

18 **Section 10.** In cases of separation from county employment by death of an employee with  
19 accrued vacation leave and who has successfully completed his or her first six months of County  
20 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the  
21 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

22 **Section 11.** If an employee resigns from a full-time regular or part-time regular position with  
23 the County and has provided two weeks' written notice unless waived by the employee's supervisor,  
24 or is laid off and subsequently returns to County employment within two years from such resignation  
25 or layoff, as applicable, the employee's prior County service shall be counted in determining the  
26 vacation leave accrual rate under paragraph A of this section.

1 **ARTICLE 5: BEREAVEMENT LEAVE**

2 *Section 1.* Employees eligible for leave benefits shall be entitled to three working days of  
3 bereavement leave due to the death of members of their immediate family. Immediate family  
4 members are defined as spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild,  
5 sibling, domestic partner and the child, parent, sibling, grandparent or grandchild of the spouse of the  
6 employee's spouse or domestic partner.

7 *Section 2.* Employees who have exhausted their bereavement leave shall be entitled to use  
8 sick leave in the amount of three days for each instance of death when death occurs to a member of  
9 the employee's immediate family.

10 *Section 3.* In cases of family death where no sick leave benefit is authorized or exists, an  
11 employee may be granted leave without pay.

12 *Section 4.* In the application of any of the foregoing provisions, holidays or regular days off  
13 falling within the prescribed period of absence shall not be charged to bereavement leave.

**ARTICLE 6: SICK LEAVE AND TIME OFF FOR MEDICAL AND FAMILY REASONS**

Employees covered by this Labor Agreement shall be eligible for sick leave, medical and family leave benefits as provided by King County Code 3.12.220 as amended.

*Section 1.* Employees eligible for leave benefits shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month. The employee is not entitled to sick leave if the sick leave has not been previously earned.

*Section 2.* During the first six months of service, employees eligible to accrue vacation leave may, at their immediate supervisor's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

*Section 3.* Sick leave may be used in one-half hour increments, at the discretion of the employee's immediate supervisor.

*Section 4.* There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

*Section 5.* Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign with at least two weeks' written notice except as waived by the employee's supervisor or be separated for non-disciplinary medical reason or be laid off, and return to County employment within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in term-limited temporary position.

*Section 6.* Employees eligible to accrue sick leave and who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

1           **Section 7.** An employee must use all of his or her accrued sick leave and any donated sick  
2 leave before taking unpaid leave for his or her own health reasons. If the injury or illness is  
3 compensable under the County's workers compensation program, then the employee has the option to  
4 augment or not augment time loss payments with the use of accrued sick leave. For a leave for family  
5 reasons, the employee shall choose at the start of the leave whether the particular leave will be paid or  
6 unpaid. When an employee chooses to take paid leave for family reasons, he or she may set aside a  
7 reserve of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her  
8 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
9 by his or her immediate supervisor. Sick leave shall be used for the following reasons:

10           A. The employee's bona fide illness, but an employee who suffers an occupational  
11 illness may not simultaneously collect sick leave and worker's compensation payments in a total  
12 amount greater than the net regular pay of the employee;

13           B. The employee's incapacitating injury, but:

14           1. an employee injured on the job may not simultaneously collect sick leave  
15 and worker's compensation payments in a total amount greater than the net regular pay of the  
16 employee; though an employee who chooses not to augment his or her worker's compensation time  
17 loss pay through the use of sick leave shall be deemed on unpaid leave status;

18           2. an employee who chooses to augment workers' compensation payments  
19 with the use of accrued sick leave shall notify the safety and workers' compensation program office in  
20 writing at the beginning of the leave.

21           3. an employee may not collect workers' compensation time loss payments for  
22 physical incapacity due to any injury or occupational illness which is directly traceable to  
23 employment other than with the County;

24           C. The employee's exposure to contagious diseases and resulting quarantine;

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

27           E. The employee's medical or dental appointments, provided that the employee's  
28 immediate supervisor has approved the use of sick leave for such appointments;

14274

1 F. To care for the employee's child as defined in this chapter if the child has an illness  
2 or health condition which requires treatment or supervision from the employee; or

3 G. To care for other family members, if:

4 1. the employee has been employed by the county for twelve months or more  
5 and has worked a minimum of one thousand forty hours (forty-hour employee) in the preceding  
6 twelve months;

7 2. the family member is the employee's spouse or domestic partner, a child of  
8 the employee's spouse or domestic partner, the parent of the employee, employee's spouse or  
9 domestic partner or an individual who stands or stood in loco parentis to the employee, the  
10 employee's spouse or domestic partner; and

11 3. the reason for the leave is one of the following:

12 (a) the birth of a son or daughter and care of the newborn child, or  
13 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
14 within twelve months of the birth, adoption or placement;

15 (b) the care of the child of the employee's spouse or domestic partner  
16 whose illness or health condition requires treatment or supervision by the employee; or

17 (c) care of a family member who suffers from a serious health  
18 condition.

19 **Section 8.** An employee may take a total of up to eighteen work weeks unpaid leave for his or  
20 her own serious health condition, and for family reasons, combined within a twelve-month period.  
21 The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in  
22 whole or partial days as needed. Intermittent leave is subject to the following conditions:

23 A. When leave is taken after the birth or placement of a child for adoption or foster  
24 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by  
25 the employee's immediate supervisor;

26 B. An employee may take leave intermittently or on a reduced schedule when  
27 medically necessary due to a serious health condition of the employee or a family member of the  
28 employee; and

1 C. If an employee requests intermittent leave or leave on a reduced leave schedule  
2 under K.C.C. 3.12.220I.2 that is foreseeable based on planned medical treatment, the immediate  
3 supervisor may require the employee to transfer temporarily to an available alternative position for  
4 which the employee is qualified and that has equivalent pay and benefits and that better  
5 accommodates recurring periods of leave than the regular position of the employee.

6 *Section 9.* Use of donated leave shall run concurrently with the eighteen work week family  
7 medical leave entitlement.

8 *Section 10.* The County shall continue its contribution toward health care benefits during any  
9 unpaid leave taken under this Article.

10 *Section 11.* Department management is responsible for the proper administration of the sick  
11 leave benefit. Verification from a licensed health care provider may be required to substantiate the  
12 health condition of the employee or family member for leave requests.

13 *Section 12.* An employee who returns from unpaid family or medical leave within the time  
14 provided in this section is entitled, subject to bona fide layoff provisions, to:

15 A. the same position he or she held when the leave commenced; or a position with  
16 equivalent status, benefits, pay and other terms and conditions of  
17 employment; and

18 B. The same seniority accrued before the date on which the leave commenced.

19 *Section 13.* Failure to return to work by the expiration date of a leave of absence may be  
20 cause for removal and result in termination of the employee from County employment.

**ARTICLE 7: HOLIDAYS**

*Section 1.* The following days are hereby designated as official county holidays:

- January 1, New Year's Day;
- Third Monday in January, Martin Luther King, Jr. Birthday;
- Third Monday in February, President's Day;
- Last Monday in May, Memorial Day;
- July 4, Independence Day;
- First Monday in September, Labor Day;
- November 11, Veteran's Day;
- Thanksgiving Day and the day immediately following;
- December 25, Christmas Day;
- Special or limited holidays as declared by the president or governor, and as approved by the council;
- Such other days in lieu of holidays as the council may determine;
- Employees eligible for leave benefits shall be granted two personal holidays to be administered through the vacation plan; provided, that the hours granted to employees working less than a full-time schedule shall be prorated to reflect their normally scheduled work day. One day shall be credited to the employee's leave balance on the first of October and one day on the first of November.

*Section 2.* For holidays falling on a Saturday, the Friday before shall be a paid holiday. For holidays falling on a Sunday, the Monday following shall be a paid holiday.

*Section 3.* An employee must be eligible for leave benefits and in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

1 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

2        *Section 1.* Effective on January 1, 2002; 2003; and 2004, the base wage rates in effect the  
3 previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index  
4 (September to September) with a maximum increase of six percent but not less than two percent.

5        *Section 2.* The parties agree that the classifications covered by this agreement shall be paid  
6 pursuant to the pay plan set out in Addendum A. After the first six months of employment,  
7 employees will progress to the next salary step. Thereafter, step increases will occur every 12 months  
8 until the employee reaches the top of the salary range.

9        *Section 3.* Except as provided by the Administrative Support Classification/Compensation  
10 Implementation Agreement, Administrative Support Bargaining Unit<sup>1</sup> employees who are at the top  
11 step of their salary range will be eligible for a merit increase of either 2.5% or 5% above the top step,  
12 at the County's discretion. Employees are eligible for the merit increase who have achieved a  
13 performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two consecutive years. An  
14 employee's performance rating and a decision to grant a merit increase is not subject to the grievance  
15 and arbitration provisions of this contract.

16        *Section 4.* An employee who is promoted to a position in a classification having a higher  
17 maximum salary shall be placed at the nearest step in the new salary range which provides the  
18 employee with at least a 5% increase above the employee's regular rate of pay.  
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<sup>1</sup> Does not include Rideshare Bargaining Unit Employees



1 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

2       *Section 1.* The normal work week for employees shall consist of five consecutive work days  
3 not to exceed eight hours in a nine hour period. The parties agree that alternative work schedules may  
4 be established that are mutually agreed between the employee and his or her immediate supervisor.

5       *Section 2.* Employees shall be compensated at the rate of time and one-half for all hours  
6 worked in excess of their scheduled work shift, or in excess of forty hours in one workweek, or work  
7 on a holiday or a regularly scheduled day off. Overtime may be paid as compensatory time at the rate  
8 of time and one-half, if requested by the employee and approved by the employee's immediate  
9 supervisor.

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1 ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

2       The County will provide a medical, dental, vision and life insurance plan for all benefit  
3 eligible employees; such plans, including any changes thereto, to be negotiated by the County and the  
4 Union through the Joint Labor-Management Insurance Committee.

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1 **ARTICLE 11: 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 and will negotiate impacts prior  
8 to implementation.

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

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

15 *Section 5.* The County will provide all regular employees with bus passes at no cost in  
16 accordance with current practice and County ordinance. Further, any member of the bargaining unit  
17 who was entitled to a retiree bus pass prior to the January 1, 1996 merger with King County shall  
18 continue to be eligible for a retiree bus pass.

19 *Section 6.* All work outside of classification shall be assigned in writing by the supervisor. A  
20 Career Service employee so assigned to work outside of classification shall be paid at the nearest step  
21 in the higher range which provides the employee at least a 5% above his/her regular rate of pay for all  
22 time worked out of class.

23 If the employee works continuously in the higher classification for twelve (12) months, the  
24 position may be submitted by OHRM, Transit Division management, or the employee for  
25 reclassification consideration. If the employee is performing the work of a higher level classification  
26 because the employee who normally performs this work is on leave of absence, the parties will meet  
27 to discuss the issue.

28 *Section 7.* Requests for reclassification may be made because an employee has been working

1 in an out of class assignment for twelve (12) months or longer, or because there is a significant  
2 change in an employee's duties and responsibilities for a period of twelve (12) months or longer. No  
3 employee shall submit a reclassification request if it is has been less than one (1) year since the date  
4 of a previous reclassification determination.

5 Requests for reclassification must be submitted on the County's Position Description  
6 Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her  
7 supervisor for review and comment. The supervisor will review and comment within thirty (30)  
8 calendar days, and then forward the form to the section manager. The section manager shall have  
9 thirty (30) days to review and comment and forward form to OHRM.

10 If the supervisor or section manager has any disagreement with the information provided on  
11 the form by the employee, the supervisor or section manager will discuss this disagreement with the  
12 employee prior to forwarding the form to OHRM.

13 If OHRM determines that an employee should be reclassified, the reclassification will be  
14 effective the date the PDQ was submitted to the employee's supervisor. If OHRM determines that a  
15 reclassification is not appropriate, the Union may request a hearing with a mutually agreed upon  
16 mediator/arbitrator as provided through the King County Alternative Dispute Program within thirty  
17 (30) calendar days from the date the employee was notified that a reclassification would not take  
18 place.

19 The parties are agreed that the mediator/arbitrator's role in this hearing will be to consider  
20 testimonial and documentary evidence presented by the County and the Union regarding the  
21 employee's appropriate job classification. The mediator/arbitrator will make a determination as to  
22 whether the employee is correctly classified and, if not, the appropriate classification to which the  
23 employee should be assigned.

24 The parties agree that should there be a reclassification dispute, hearings shall be conducted  
25 up to twice a year as agreed upon by the parties.

26 **Section 8.** Alternative work schedules may be established in accordance with Executive  
27 Policy PER 18-1, May 1, 1990, RE: Alternative Work Schedules. When a supervisor establishes a  
28 schedule change or determines how to respond to an employee's request for an alternative work

1 schedule, he/she must consider the employee's childcare and other family and transportation needs in  
2 making the decision. A minimum of thirty (30) days' written notice to the employee must be given  
3 for a change in work schedule unless mutually agreed between the parties.

4 **Section 9.** The County recognizes the benefit of training and will provide information and  
5 access to training opportunities for employees, within budgeted appropriations. The decision to  
6 provide training opportunities will be based upon, but not limited by, the overall objectives of  
7 encouraging and motivating employees to improve their work performance.

8 An employee enrolled in a degree program that the County determines to be job-related may  
9 be eligible to receive reimbursement from the County for up to 50% of this program.

10 An employee who takes individual classes or courses that the County determines to be job-  
11 related may be eligible to receive reimbursement from the County for up to 100% of class fees or  
12 course fees. The decision to provide any reimbursement or initial course approval is solely based  
13 upon the County's discretion and is subject to financial constraints.

14 **Section 10.**

15 **A. Layoff Process**

16 1. When a reduction in force is anticipated for career service positions, the  
17 County and Union will meet and jointly endeavor to find ways to minimize or eliminate the actual  
18 reduction of positions.

19 2. When a reduction of career service positions is required, the County and the  
20 Union will meet and jointly endeavor to find ways to minimize or eliminate the number of employees  
21 who must be laid off (for example: reassign employees to vacant positions, locate temporary  
22 placement in other departments, encourage leaves of absence, allow job-sharing, etc.)

23 3. When the elimination of a career service position will result in an employee  
24 being laid off, the employee will be selected by inverse seniority within the layoff group, as defined  
25 below.

26 **B.** For the Administrative Support Bargaining Unit, seniority shall be defined as: the  
27 start date in classification within the layoff group. Part time hours will be pro-rated. In the event of a  
28 layoff, seniority shall be calculated by the Union.

1 Seniority within the Rideshare Bargaining Unit shall be defined as: total service within the  
2 classification/position, County service will be considered when the time in classification/position is  
3 equal. Seniority will be adjusted for all time in excess of thirty continuous days when not in pay  
4 status. In the event of a layoff within the Rideshare Bargaining Unit, seniority shall be calculated by  
5 the Union.

6 Time worked as a King County temporary, in a Administrative Support or Rideshare  
7 bargaining unit classification, shall be counted, provided there is no break in service, as determined  
8 by the union. Seniority will be adjusted for all time in excess of thirty continuous days, when not in  
9 pay status.

10 C. Layoff Groups. Layoff groups are defined as follows:

- 11 • Operations Training
- 12 • Service Communication
- 13 • Service Quality
- 14 • Operations Bases
- 15 • Accessible Services/Sales & Customer Services/Service Development
- 16 • Power & Facilities
- 17 • Vehicle Maintenance
- 18 • Management Information and Transit Technology
- 19 • Transit Security
- 20 • Transit Safety
- 21 • Rideshare

22 D. Notice

23 When elimination of a position will result in an employee being laid off, the County will  
24 provide written notice to the Union and the affected employee at least 90 calendar days prior to the  
25 effective date of the layoff.

26 E. Recall

27 1. A career service employee who is laid off will have general recall rights to  
28 other vacant County positions, for a period of two years following the employee's layoff. In addition,

1 the employee will retain specific recall rights to the position from which he/she was laid off from for  
2 an additional one year period following the end of the two year general recall period. During the  
3 three year specific recall period, the employee will retain specific recall rights to the position from  
4 which he/she was laid off regardless of whether the employee has accepted a different position within  
5 the County.

6 3. When the County is filling a bargaining unit position and there are laid-off  
7 employees who have held such positions within the previous five years, the position will be offered to  
8 such employees. If there is more than one employee in such a situation, the hiring authority will  
9 decide which employee will be offered the position.

10 4. When a laid off employee applies for, or is referred to, a bargaining unit  
11 position and such employee is unsuccessful in obtaining the position, the employee will be provided  
12 with the rationale for his or her own non-selection, interview and test scores, and other documentation  
13 used to make the determination.

14 5. An employee who is recalled from layoff will have all unpaid sick leave  
15 balances restored.

#### 16 F. Outplacement Services

17 The County will contract with qualified firms to provide outplacement services for employees  
18 who have been notified of their impending layoff. Each affected employee will be allowed to access  
19 such outplacement services for a period of one year following receipt of his/her notice of layoff, or to  
20 a maximum expenditure of \$2,500, whichever comes first.

21 *Section 11.* For the duration of this contract, the County will continue to provide all safety-  
22 related equipment that is currently provided and/or required by law, including furniture and  
23 equipment designed to reduce the risk of injuries associated with positions in this bargaining unit.

24 *Section 12.* In conjunction with the process for filling jobs specified in the King County  
25 Personnel Guidelines, the following procedures are required when a vacancy occurs in this bargaining  
26 unit:

27 A. Notice of the opportunity to submit letters of interest for a transfer shall be given to  
28 all members of the bargaining unit.

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B. If the hiring authority decides to interview candidates during the selection process, the interviewees shall include at least the most qualified transfer candidate.

C. Any employee who has applied for a transfer but is not selected may request a meeting to obtain feedback.

D. If a position is not advertised because the hiring authority will use a pool of existing applicants, the hiring authority will notify the bargaining unit members of this selection procedure a minimum of one week in advance.



1 **ARTICLE 12: DISCIPLINE**

2           The County may discipline an employee for just cause. If the County determines to impose  
3 disciplinary action against any employee for any reason, the employee shall be apprised of his/her  
4 rights of appeal and representation. Discharge during an employee's probationary period or the  
5 discharge of a Rideshare Bargaining Unit temporary or Rideshare Bargaining Unit temporary term-  
6 limited employee is not subject to the grievance procedure since such employees serve at-will.

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**ARTICLE 13: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT****PLAN**

Each career service employee will receive regular performance evaluations. When an employee's supervisor believes the career service employee's performance is unsatisfactory, the supervisor will document the specific performance deficiencies with a written performance appraisal. This employee may request that this performance appraisal be reviewed by the next higher level of supervision. Upon receipt of an unsatisfactory performance appraisal and, if requested, the completion of a higher level review which confirms the unsatisfactory performance appraisal, the employee will be placed on a Performance Improvement Plan. The Performance Improvement Plan will be reviewed by Transit Human Resources and will include the following:

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

The act of placing an employee on a Performance Improvement Plan is not a grievable action.

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

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

1 An employee who is unable to satisfactorily perform the specific performance objectives of  
2 his/her Performance Improvement Plan will be subject to demotion or discharge from employment.  
3 Demotions or discharges resulting from a failure to satisfactorily complete a Performance  
4 Improvement Plan will be subject to the grievance and arbitration process in Article 14.

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1 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

2       **Section 1. Grievance/Arbitration/Mediation.** The County recognizes the importance and  
3 desirability of settling grievances promptly and fairly in the interest of continued good employee  
4 relations and morale. Employees will be unimpeded and free from restraint, interference, coercion,  
5 discrimination or reprisal in seeking adjudication of their grievances, and every effort will be made to  
6 settle grievances at the lowest possible level of supervision. To this end, the following procedure will  
7 be followed.

8               **A. Definition.**

9               Grievance - An issue raised by an employee relating to interpretation of his/her  
10 rights, benefits, or conditions of employment as contained in this Agreement. Probationary,  
11 Rideshare Bargaining Unit term-limited, non-career service Rideshare Bargaining Unit part-time and  
12 temporary employees shall not have the right to pursue grievances over terminations of employment  
13 but shall be able to pursue grievances as otherwise provided in this Section.

14               **B. Procedure.**

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

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

28               **Step 3.** If after thorough evaluation, the decision of the Section Manager has

1 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
2 Division Manager. All letters, memoranda and other written materials previously submitted to lower  
3 levels of supervision shall be made available for the review and consideration of the Division  
4 Manager/designee. He/she may interview the employee and/or his/her representative and receive any  
5 additional related evidence that he/she may deem pertinent to the grievance. He/she shall make  
6 his/her written decision available within fifteen (15) working days. If the matter is not resolved and  
7 the Union wishes to pursue the matter further, the Union must file a request for arbitration with both  
8 OHRM and Transit Human Resources within 30 calendar days following receipt of the Division  
9 Manager/designee written response. If the grievance is not pursued to arbitration within thirty (30)  
10 working days, it shall be presumed resolved.

11 *Step 4.* If Arbitration has been timely requested, the parties may with mutual  
12 consent attempt Grievance Mediation. The process will use a mutually acceptable mediator and  
13 conclude within thirty (30) days after the mutual 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 panel  
17 of five arbitrators furnished by the American Arbitration Association or the Federal Mediation and  
18 Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from  
19 the list by both the County representative and the Union, each alternately striking a name from the list  
20 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.

28 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne

1 equally by both parties. Each party is responsible for its respective representational fees and  
2 expenses, regardless of the outcome of the hearing.

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

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

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

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

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

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

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

1                   7. 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 15: EQUAL EMPLOYMENT OPPORTUNITY

2           Neither the County nor the Union shall unlawfully discriminate against any individual with  
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
4 religion, national origin, sexual orientation, marital status, age, sex, ancestry, or disability.

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1 ARTICLE 16: 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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1 **ARTICLE 17: 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 18: 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 the  
4 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 19: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

20           a. Discharge.

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

1 **ARTICLE 20: COMPLETE AGREEMENT**

2 The parties acknowledge that each has had the unlimited right within the law and the  
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this  
5 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to  
6 waive the right to oblige the other party to bargain with respect to any subject or matter not  
7 specifically referred to or covered in this Agreement.

8 However, if the parties agree to bargain during the term of this Agreement, amendments and  
9 modifications may be made by the King County Executive/designee and the Union.

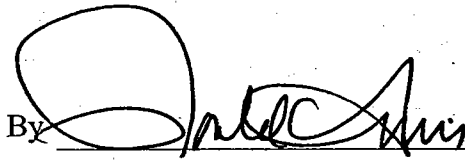
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1 ARTICLE 21: DURATION

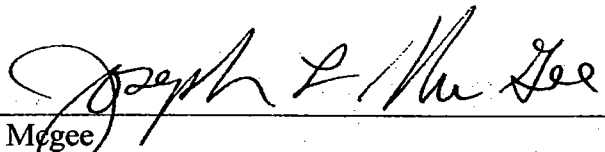
2 This Agreement shall become effective upon the conclusion of the approval process by King  
3 County Council and cover the period July 15, 2001 through July 14, 2004.

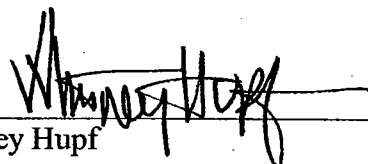
4 Contract negotiations for a successor agreement beginning July 14, 2004 may be initiated by  
5 either party providing to the other written notice of its intention to do so prior to April 1, 2004. It is  
6 the goal of both parties to conclude negotiations prior to expiration of this Agreement.

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8 APPROVED this 28 day of November, 2001

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12 By   
13 King County Executive

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16 INTERNATIONAL FEDERATION OF PROFESSIONAL  
17 AND TECHNICAL ENGINEERS, LOCAL 17:

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19 Joe Megee  
20 Executive Director  
21 IFPTE Local 17

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23   
24 Whitney Hupf  
25 Union Representative  
26 IFPTE Local 17

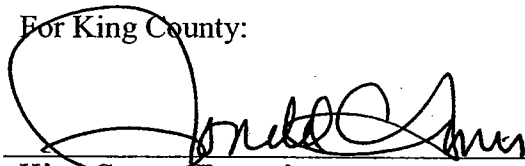
MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND THE  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND  
TECHNICAL ENGINEERS, LOCAL 17  
ADMINISTRATIVE SUPPORT and RIDESHARE BARGAINING UNIT

SUBJECT: IMPLEMENTATION AND RETROACTIVE PAYMENT  
OF 2001 COST OF LIVING ADJUSTMENT

The parties agree that all bargaining unit members shall receive a 3.11% cost of living increase effective January 1, 2001, consistent with the 2001 salary schedule provided that a cost of living increase has not previously been provided to such bargaining unit members.

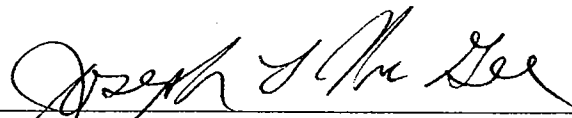
Effective Date: This Agreement shall be in effect from the date of the last signature below through implementation of this Agreement.

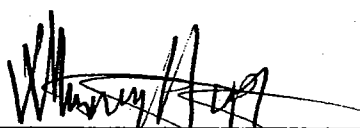
For King County:

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

11-28-2001  
\_\_\_\_\_  
Date

INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS, LOCAL 17:

  
\_\_\_\_\_  
Joe McGee, Executive Director  
IFPTE Local 17

  
\_\_\_\_\_  
Whitney Hupf, Union Representative  
IFPTE Local 17

14277

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND THE  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND  
TECHNICAL ENGINEERS, LOCAL 17  
ADMINISTRATIVE SUPPORT and RIDESHARE BARGAINING UNIT**

**SUBJECT: IMPLEMENTATION OF COALITION BARGAINING –  
ADMINISTRATIVE SUPPORT SERVICES OCCUPATIONAL GROUP**

King County (the "County") and the International Federation of Professional and Technical Engineers, Local 17 (the "Union"), agree to the implementation of the Memorandum of Agreement Regarding Wages for Administrative Support Services Occupational Group expiring December 31, 2001, must be clarified for the time period of 1999 through implementation of this agreement. The parties therefore have agreed to the following:

***Pay Ranges***

The parties agree that the following classifications titles shall be compensated at the pay range and top step pay rates shown below:

<b>Classification Title</b>	<b>Pay Range</b>	<b>2001 Top Step Pay Rate</b>
<i>Fiscal Specialist I</i>	34	17.0203
<i>Fiscal Specialist II</i>	38	18.7140
<i>Fiscal Specialist III</i>	42	20.5763
<i>Fiscal Specialist IV</i>	47	23.1668
<i>Administrative Specialist I</i>	33	16.6215
<i>Administrative Specialist II</i>	37	18.2755
<i>Administrative Specialist III</i>	41	20.0938
<i>Administrative Specialist IV</i>	46	22.6236
<i>Customer Services Specialist I</i>	32	16.2319
<i>Customer Services Specialist II</i>	36	17.8472
<i>Customer Services Specialist III</i>	40	19.6230
<i>Customer Services Specialist IV</i>	45	22.0936
<i>Technical Information Processing Specialist I</i>	32	16.2319
<i>Technical Information Processing Specialist II</i>	36	17.8472
<i>Technical Information Processing Specialist III</i>	40	19.6230
<i>Technical Information Processing Specialist IV</i>	45	22.0936
<i>Administrative Office Assistant</i>	29	15.1172
<i>Revenue Processor</i>	37	18.2755



### ***2001 Cost of Living Adjustment***

The parties agree that all bargaining unit members shall receive a 3.11% cost of living increase effective January 1, 2001, consistent with the 2001 salary schedule (reference Addendum A in collective bargaining agreement) provided that a cost of living increase has not previously been provided to such bargaining unit members.

### ***Retroactive Pay Adjustment***

The 1999 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 1999 and the employee's new pay rate upon placement on the new pay range for all hours worked in 1999. This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 1999 cost of living increase.

The 2000 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 2000 and the employee's new pay rate upon placement on the new pay range for all hours worked in 2000. This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 2000 cost of living increase.

The 2001 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 2001 and the employee's new pay rate upon placement on the new pay range for all hours worked in 2001. This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 2001 cost of living increase.

### ***Implementation***

For implementation of classification-compensation, employees who are currently eligible for merit pay shall remain merit eligible. If an employee falls below top step of the new pay range she/he shall remain merit eligible. Employees who are y-rated shall remain merit eligible.

Employees who were eligible for merit pay step increases pursuant to the King County Merit Pay Plan or through some other merit pay plan prior to their placement on a new pay range shall retain their eligibility for merit pay step increases pursuant to the applicable plan. Employees whose new base rate is less than the total of their old base rate and merit pay will be frozen at their old base rate plus merit pay until such time as the pay rates associated with their placement on the new pay range meet or exceed their frozen rate of pay. During this period of freezing,

employees shall not be eligible for merit increases, cost of living increases, and/or any other wage adjustments.

**Post Implementation Review**

The parties agree that all eligible employees who did not turn in a PDQ per the pre-implementation process shall have the ability to turn in PDQs by June 6, 2001 and shall have their allocations reviewed. Should the allocations be amended, such positions shall be compensated as per the parameters of this agreement, retroactive to the date the PDQs were submitted to the supervisor. It is agreed and understood by the parties that this allocation review is not subject to appeal.

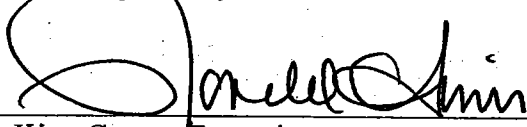
The three employees, Kerrie Tsujii, Beverly Nitz and Doug Miller, who are slated to receive desk audits shall receive the audits in a timely manner and any changes made to their classification allocation will be retroactive to the date that the employee had performed the duties for one year.

Additionally, all new hires to positions where PDQs were not submitted shall have the opportunity to submit PDQs for implementation, all allocations in the new classification shall be retroactive to the date of hire.

**Effective Date**

This Agreement shall be in effect from the date of the last signature below through December 31, 2001.

For King County:

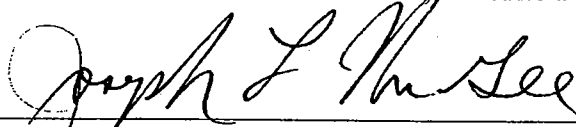


King County Executive

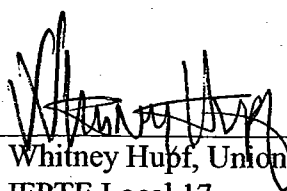
11-28-2001

Date

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17:



Joe Mcgee, Executive Director  
IFPTE Local 17



Whitney Huff, Union Representative  
IFPTE Local 17

**ADDENDUM A**  
**International Federation of Professional Technical Engineers, Local 17**  
**Administrative Support Rideshare**

**14277**

Classification Title	Pay Range
<i>Fiscal Specialist I</i>	34
<i>Fiscal Specialist II</i>	38
<i>Fiscal Specialist III</i>	42
<i>Fiscal Specialist IV</i>	47
<i>Administrative Specialist I</i>	33
<i>Administrative Specialist II</i>	37
<i>Administrative Specialist III</i>	41
<i>Administrative Specialist IV</i>	46
<i>Customer Services Specialist I</i>	32
<i>Customer Services Specialist II</i>	36
<i>Customer Services Specialist III</i>	40
<i>Customer Services Specialist IV</i>	45
<i>Technical Information Processing Specialist I</i>	32
<i>Technical Information Processing Specialist II</i>	36
<i>Technical Information Processing Specialist III</i>	40
<i>Technical Information Processing Specialist IV</i>	45
<i>Administrative Office Assistant</i>	29
<i>Revenue Processor</i>	37

**For rates, refer to the County Squared Salary Table**