

KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

October 15, 2002

Ordinance 14500

Proposed No. 2002-0457.1

Sponsors Constantine, Pullen and Phillips

1	AN ORDINANCE approving and adopting the collective
2	bargaining agreement negotiated by and between King
3	County and International Federation of Professional &
4	Technical Engineers, Local 17 (professional and technical,
5	interest arbitration - department of transportation, Metro
6	transit division) representing employees in the department
7	of transportation; and establishing the effective date of said
8	agreement.
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11	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
12	SECTION 1. The collective bargaining agreement negotiated between King
13	County and International Federation of Professional & Technical Engineers, Local 17
14	(professional and technical, interest arbitration - department of transportation, Metro
15	transit division) representing employees in the department of transportation and attached
16	hereto is hereby approved and adopted by this reference made a part hereof.

17 SECTION 2. Terms and conditions of said agreement shall be effective from 18 January 1, 2002, through and including December 31, 2004. 19 Ordinance 14500 was introduced on 9/23/2002 and passed by the Metropolitan King County Council on 10/14/2002, by the following vote: Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague and Ms. Patterson No: 0 Excused: 1 - Mr. Irons KING COUNTY COUNCIL KING COUNTY, WASHINGTON nthia Sullivan, Chair ATTEST: Anne Noris, Clerk of the Council APPROVED this 23 day of OCTUBER 2002.

Attachments

A. Agreement by and between King County and the International Federation of Professional and Technical Engineers, Local 17 - Professional & Technical (Interest Arbitration), B. Addendum A

Ron Sims, County Executive

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AGREEMENT

BY AND BETWEEN

KING COUNTY AND THE

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL **ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL (Interest Arbitration)**

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ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the "County") and the employees represented by International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the "Union"). The articles of this Agreement set forth the wages, hours and other working conditions of the bargaining unit employees.

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ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the Union as the exclusive representative of full-time regular, and part-time regular, employees listed in attached Addendum A and made part hereof by this reference.

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

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

Section 3. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues and initiation fee or representational fees as certified by the Union and transmit the same to the Union. The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to

it in error on account of the check-off provision upon presentation of proper evidence thereof.

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

Section 4. Failure by an employee to satisfy the requirements of Section 2 above shall constitute cause for dismissal; provided that the County has no duty to act until the Union makes a written request for discharge and verifies that the employee received written notification of the delinquency including the amount owing, and notification that non-payment after a period of no less than seven (7) days will result in discharge by the County. A copy of each written notification shall be mailed to the County concurrent with its mailing to the employee.

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

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

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

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

The County agrees to inform the Union of any contracting out under this section.

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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ARTICLE 4: HOLIDAYS

Section 1. Employees eligible for leave benefits shall be granted holidays with pay as provided for in King County Code 3.12.230 as amended and otherwise provided as follows:

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

and special or limited holidays as declared by the president or governor, and as approved by the Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County Council may determine.

Section 2. 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 3. Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Section 4. An employee must be in a pay status either the employee's scheduled working day before or the employee's scheduled working day after a holiday in order to receive holiday

pay. An employee leaving County employment the day prior to the holiday shall not receive. holiday pay; provided, however, that an employee who has successfully completed at least five (5) 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.

Section 5.

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

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

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

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

Section 6. An FLSA exempt employee, who does not work on a holiday, will not have his/her leave balances or pay deducted to pay for the portion of the day not covered by holiday pay.

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ARTICLE 5: VACATION

Section 1. Employees eligible for leave benefits shall be granted holidays with pay as provided for in King County Code 3.12.190 as amended and as otherwise provided as follows:

Full Years of Service			Maximum Total Days
Upon hire through end of Year	r 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

A. Vacation accrual rates for an employee who works other than the full time schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled work week.

B. Employees eligible for vacation leave shall accrue vacation leave from their date of hire in a benefit eligible position.

C. Employees eligible for vacation leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position, and if they leave County employment prior to successfully

International Federation of Professional & Technical Engineers, Local 17 - Professional & Technical (Interest Arbitration)

January 1, 2002 through December 31, 2004

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completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

- **D.** Employees eligible for leave shall not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this Article.
- E. No employee eligible for leave shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.
- **F.** In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six (6) months of County service in a leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.
- G. If an employee resigns from a full-time regular or part-time regular position or is laid off and subsequently returns to County employment within two years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Section a. An FLSA exempt employee may use vacation in amounts of not less than one (1) day.
- H. For employees covered by the overtime requirements of the Fair Labor Standards Act, vacation leave may be used in one-half hour increments, at the discretion of the appointing authority.
- I. Employees eligible for vacation leave may accrue up to 480 hours of vacation leave, prorated to reflect their normal work schedule. Such employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the county.
- Section 2. Employees eligible for leave shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their

first six (6) months of County service. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving County employment less mandatory withholdings; provided that special assignments shall not be considered to be a part of the base rate.

Section 3. FLSA exempt employees may use vacation leave in increments of not less than one (1) day.

Section 4. Any regular full-time or regular part-time employee who has completed at least one (1) year of service may donate to any other regular employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time rate.

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

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

Donated vacation is excluded from vacation payoff provisions.

ARTICLE 6: SICK LEAVE

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provided for in King County Code 3.12.220 as amended and as otherwise provided as follows:

Section 2. The hourly accrual rates are for informational purposes only, and shall not be construed to mean that bargaining unit employees are compensated on an hourly basis. Benefit

Section 1. Employees eligible for leave benefits shall be granted sick leave with pay as

construed to mean that bargaining unit employees are compensated on an hourly basis. Benefit eligible employees shall accrue sick leave benefits at the rate equal of .04616 hours for each hour on regular pay status exclusive of overtime up to a maximum of 96 hours per year; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

Section 3. Sick leave may be used for the following reasons:

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

- **B.** The employee's incapacitating injury, provided that:
- 1. An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;
- 2. An employee may not collect sick leave for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County;
- C. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick leave prior to taking an unpaid leave of absence for such disability;
 - D. Employee exposure to contagious diseases and resulting quarantine;
- **E.** An employee's medical, dental, or optical appointments, provided, that the employee's immediate supervisor has approved the use of sick leave for such appointments;
 - F. To care for the employee's child or the child of an employee's domestic

from offering or receiving monetary or any other compensation in exchange for donating sick

twenty-five (25) hours of his her accrued sick leave in a calendar year. Employees are prohibited

leave hours.

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

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

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

Section 5. Sick leave may be used by employees covered by the overtime provisions of the FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick leave in increments for one full workday.

Section 6. There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 7. Division management is responsible for the proper administration of sick leave benefits. In cases where management has uniform documentation to support a history of excessive or patterned absenteeism, an employee may be put on written notice by the Division Manager/designee that for a period not to exceed six (6) months, all sick leave usage by the employee will require medical verification.

Section 8. Separation from King County employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the County within two years, accrued sick leave shall be restored.

Section 9. Employees eligible to accrue sick leave, who have successfully completed at least five years of County employment, 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 RCW Title 11, as applicable, an amount equal to thirty-five (35) 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.

All payments shall be made in cash, based on the employee's hourly rate of pay, and there shall be no deferred sick leave reimbursement. The pre-tax dollars may be applied to the

purchase of County health insurance at the COBRA rates.

Section 10. Family Care and Death

A. If a regular employee's close relative or the close relative of the employee's spouse/domestic partner dies, such employee is entitled to two days off with pay for bereavement leave. An additional day will be paid when round trip travel of 200 or more miles is required. If an employee requests more time, up to an additional three (3) days may be used from the employee's sick leave balance.

- **B.** Regular, full-time employees who have exhausted their bereavement leave shall be entitled to use up to three days of sick leave for their absence from work for each instance when death occurs to a member of the employee's immediate family.
- D. Regular, full-time employees shall be entitled to use and shall normally have approved sick leave in accordance with King County Guidelines and future King County Guidelines which may expand the use of sick leave.
- E. In the application of any of the foregoing provisions, holidays or regular days off falling within the prescribed period of absence shall not be charged bereavement leave entitlements.
- **F.** For the purposes of this Section, part-time regular employees shall be entitled to the same benefits on a pro-rata basis.
- **G.** It is agreed that the employees covered under the terms of this Agreement shall be granted medical leave benefits in accordance with the provisions of the King County Family and Medical Leave Ordinance 13377 as amended.
- Section 11. Employees may use up to three (3) days of sick leave per calendar for the purpose of volunteering in a school, in accordance with existing County 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 (6) percent but not less than two (2) percent.

Section 2. Employees shall receive step increases as per the attached pay schedule upon completion of the probationary period and on each January 1st thereafter.

Section 3. Top Step Merit Pay. 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. For purpose of the two-(2) year waiting period for merit eligibility, employees at Step 9 of the pay range shall be treated as though they are at Step 10. Step 9 will be treated as counting toward the two-(2) year waiting period beginning with the year 2002. 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 (2) 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.

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ARTICLE 8: HOURS OF WORK AND OVERTIME

Section 1. For employees that are non-exempt from the Fair Labor Standards Act (FLSA) overtime requirements, the normal work week shall consist of five (5) consecutive work days not to exceed eight (8) hours in a nine (9) hour period. The County and the Union agree that alternative work schedules may be established that are mutually agreed between the employee and employer.

Section 2. For employees that are non-exempt from the FLSA overtime requirements, employees shall be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of the scheduled work shift, or in excess of forty (40) 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. Employees exempt from overtime payments under the FLSA 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. The nature of the work of many Employees represented by this Agreement sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees. Time spent on on-call is not compensable time; however, Employees who are non-exempt from the FLSA will be compensated for all hours actually worked. Hours in excess of forty (40) hours worked by such non-FLSA exempt Employees in the workweek will be paid overtime at the rate of time and one-half (1-1/2) their regular rate of pay.

Section 5. Rideshare Services Representatives may choose to substitute compensatory time at the rate of time-and-one-half (1-1/2) for overtime earned on weekends or scheduled days off when an employee is on-call.

Section 6. Alternative work schedules and telecommuting schedules may be established in accordance with Executive Policy PER 18-1, May 1, 1990. When a supervisor establishes a schedule change or determines how to respond to an Employee request for an alternative work

schedule, he/she must consider the Employee's childcare and other family and transportation needs in making the decision. If an alternative work schedule is established, the compensation provisions of Sections 2 and 3 of this Article, related to FLSA-eligible and FLSA-exempt Employees remain applicable.

Section 7. The nature of the work of many Employees represented by this Agreement sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees.

Therefore, each FLSA-exempt Employee will be granted a minimum of three (3) days of executive leave annually. Further, all FLSA-exempt Employees may be granted up to a maximum of ten (10) days annually, when authorized by their immediate supervisor. In addition to the base number of days of executive leave granted above, an FLSA-exempt Employee may be granted additional days of executive leave up to a maximum of ten (10), when authorized in writing by his/her immediate supervisor, in recognition of the additional on-call time, excess work and/or performance expectations required by his/her specific position. Executive leave must be used in the payroll year it was granted and cannot be carried into the next payroll year or cashed-out.

ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. The County shall maintain the current level of benefits under its medical, dental, vision and life insurance programs during the life of this Agreement, unless changes are agreed to by the JLMIC.

Section 2. There shall be established a Labor-Management Insurance Committee comprised of representatives from the King County Coalition of Unions whose function shall be to review, study, and make recommendations relative to existing medical, dental, and life insurance programs.

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

ARTICLE 10: MISCELLANEOUS

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

Section 2. The County shall furnish the Union with specific classification specifications for classifications in the bargaining unit. The County and the Union shall meet to review proposed modifications and revisions to said specifications prior to implementation.

Section 3. The County will provide all equipment and Employees' personal foul weather gear to ensure safety and/or identification for Employees based on requirements of their specific job duties.

Section 4. The County may provide employees release time to attend training programs that will be beneficial to their job performance. If the County requires attendance at such training programs, the County will pay the expenses incurred. The County recognizes the benefit of training and will provide information and access to training opportunities for Employees, within budgeted appropriations. Training may also include conferences, workshops and other professional networking opportunities. The decision to provide training opportunities will be based upon, but not limited by, the overall objectives of encouraging and motivating Employees to improve their work performance.

A. An Employee enrolled in a degree program that the County determines to be job-related may be eligible to receive reimbursement from the County for up to 50% of this program. An Employee who takes individual classes or courses which management determines to be job-related may be eligible to receive reimbursement from the County for up to 100% of class fees or course fees. The decision to provide any reimbursement or initial course approval is solely based upon the County's discretion and is subject to financial constraints; however, management shall assure that over time training opportunities are distributed equitably over the work unit.

B. The Labor-Management Committee established pursuant to Section 6 of this Article shall address the issue of non-traditional training.

Section 5. The Employer will provide all regular employees with bus passes at no cost

in accordance with current practice and County ordinance. Any member of the bargaining unit who was entitled to a retiree bus pass prior to the January 1, 1996 Metro merger with King County shall continue to be eligible for a retiree bus pass.

Section 6. The County and the Union agree to establish a joint labor-management committee (LMC) for the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices, law suits and disciplinary matters are not subjects for discussion for the LMC. The County and the Union also understand that the LMC is not a substitute for bargaining and has not authority to amend the contact. Meetings will be held as needed and may be called by either party. The party requesting the meeting will be responsible for coordinating the meeting. The Union and County will co-chair the meeting and will determine the appropriate participants, not to exceed four (4) for either party.

ARTICLE 11: HIRING AND PROBATION

Section 1. Hiring for all bargaining unit positions will be announced by posting a recruitment notice unless a pool of qualified candidates, created pursuant to this Section, is still in existence and will be used to fill the position. When job announcements are posted to recruit applicants for a vacant position within the bargaining unit and a pool will be created, the job announcements shall notify potential applicants that applications received shall also be used to establish a pool of eligible candidates to fill future vacancies in the same classification. Such notice shall specify for which classifications the pool is being created. The pool of applicants established pursuant to this Section shall be retained for twelve (12) months from the date of posting. If a pool is used to fill a position, all qualified candidates will be considered. Candidates in the pool may update their applications at any time while the pool is in effect. Qualified candidates from the pool who are not hired will be notified that their applications will remain in the pool.

Section 2. The provisions of King County Personnel Guidelines 11.2, Duration of Probationary Period, shall apply, except as follows: The length of an Employee's probation shall be six (6) months. However, the County can extend an Employee's probation for up to a total of twelve (12) months with the concurrence of the Union. Consistent with the definition of "probationary employee" and "probationary period" contained in the King County Personnel Guidelines 16.10, during probation, an Employee is "at will" during his/her probation and probationary terminations are not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 12: DISCIPLINE

Section 1. No regular employee shall be disciplined except for just cause. This section shall not apply to probationary employees.

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

Section 3. If the County issues disciplinary action against a regular employee, the employee shall be apprised of his/her rights of appeal and representation.

Section 4. The employee and/or representative may examine the employee's personnel file(s) if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job performance or personal character shall be brought to his or her attention. The employee shall have the right to insert documentation into the file(s) that responds to said material. Unauthorized persons shall not have access to employee files or other personal data relating to their employment.

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

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ARTICLE 13: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT PLAN

Each Employee will receive regular performance evaluations.

When an Employee's supervisor believes the 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 grieveable action.

While on a *Performance Improvement Plan*, an Employee will not receive any scheduled salary step increase. 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

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make the required improvements if given more time.

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

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ARTICLE 14: DISPUTE RESOLUTION PROCEDURES

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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 presented in writing 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 submitted to the next level within ten (10) working days from the supervisor's response, it shall be presumed resolved.

Step 2. If the grievance has not been satisfactorily resolved at Step 1, the employee and his/her representative may submit the grievance 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 Manager. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within fifteen (15) working days. The Division Manager's final pre-arbitration response must be concurred in by the Manager of the Labor Relations Section within the Human Resources Division, (HRD), of the Department of Executive Services. If the matter is not resolved, HRD will be the Union's contact thereafter in this process. If the grievance is not pursued to the next level within thirty (30) working days, it shall be presumed resolved.

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

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

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this

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Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost if its own attorneys fees regardless of the outcome of the arbitration.

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

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

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

Section 2. Alternate Dispute Resolution Procedures.

- A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair Labor Practice.
- **B.** Grievance. After a grievance is initially filed, the following Alternative Dispute Resolution (ADR) process may be followed, with mutual consent. This process will not exceed ten (10) days:
- 1. A meeting will be arranged by the Union representative and Employer representative (or their designees) to attempt to resolve the matter.
 - a. The meeting will include a mediator and the affected parties.
- **b.** The parties may mutually agree to other participants such as union and management representatives or subject matters experts.
 - 2. The parties will meet at mutually agreeable times to attempt to resolve
 - 3. If the matter is resolved, the grievance will be withdrawn.

the matter.

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4. If the matter is not resolved, the grievance will continue through the grievance process. 5. The moving party can initiate the next step in the grievance process at the appropriate time, irrespective of this process. 6. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process. This Section does not supersede or preclude any use of grievance mediation later in the grievance process.

The County or the Union shall not unlawfully discriminate against any individual with

respect to compensation, terms, conditions, or privileges of employment because of race, color,

religion, national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental,

or physical handicap (SMPH).

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ARTICLE 16: 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.

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ARTICLE 17: 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:

- 1. Discharge.
- 2. Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 18: WAIVER

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.

ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION

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

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ARTICLE 20: UNION REPRESENTATION

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

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

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

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

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

ARTICLE 21: REDUCTION IN FORCE

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Section 1. Pre-Layoff Process.

A. When a reduction in force is anticipated, the County and the Union shall meet and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

- B. When a reduction in force is required, the County and the Union shall meet and jointly endeavor to find ways to minimize or eliminate the number of employees who must be laid off (e.g., reassign employees to vacant positions, locate temporary placement in other departments, encourage leaves of absence, allow job-sharing).
- C. When the elimination of a position shall result in an employee being laid off, the employee shall be selected by inverse seniority within the layoff group, as defined in Section 5 and 6 of this Article
- Section 2. Notice. When the elimination of a position shall result in an employee being laid off, the County shall provide written notice to the Union and the affected employee at least 90 calendar days prior to the effective date of the layoff.

Section 3. Recall Rights.

- A. An employee who is laid off shall have general recall rights to other vacant County positions, in accordance with the King County Personnel Guidelines, for a period of two (2) years following the employee's layoff. In addition, the employee shall retain specific recall rights to the position from which she/he was laid off for an additional one (1) year following the end of the two (2) year general recall period. During the three (3) year specific recall period, the employee shall retain specific recall rights to the position from which s/he was laid off regardless of whether the employee has accepted a different position within the County.
- B. When the County is filling a bargaining unit position and there are laid-off employees who have held such positions within the previous five (5) years, the employees shall be notified of the vacancy and be afforded an opportunity to apply for the vacant position.
- C. An employee who is recalled from layoff within two (2) years shall have all unpaid sick leave balances restored, in accordance with the County Personnel Guidelines.
 - Section 4. Outplacement. The County will contract with qualified firms to provide

outplacement services for Employees who have been notified of their impending layoff. Each affected Employee will be allowed to access such outplacement services for a period of one (1) year following receipt of their notice of layoff, or to a maximum expenditure of \$2,500, whichever comes first.

Section 5. Seniority Defined.

A. Seniority shall be defined as the length of time the Employee has been in a position currently covered by this Local 17 contract based upon compensated hours divided by 1.0 FTE, not to exceed 1.0 FTE per year. Seniority is under the jurisdiction of the Union. All questions or issues pertaining to seniority will be settled by the Union. Periods of Family Medical Leave absences shall not result in a forfeiture of seniority accrual and shall count as time worked.

- **B.** Seniority is portable in a reciprocal manner between this bargaining unit and the Local 17 non-interest arbitration Professional and Technical bargaining unit.
- C. An employee who has obtained career service status in any bargaining unit classification and who moves into a position in King County outside of the bargaining unit (with the exception of Section 5 B above), shall retain his/her layoff seniority in the bargaining unit covered by this contract for one (1) year from the date of transfer.
- **D.** An Employee who is granted a voluntary leave of one (1) year or less or who resigns from County employment for education or professional development and is rehired within two (2) years or less does not accrue or forfeit layoff seniority during the period of the absence.

E. Acting.

An Employee working in an acting capacity beyond six (6) months duration who is subsequently hired permanently to that position shall have the seniority adjusted to reflect the start date of the contiguous acting assignment.

Section 6. For all sections within the transit division, except Service Development, layoffs will be by seniority, by section, and by classification. For Service Development, Transportation Planners, layoffs will be by workgroup, by seniority (regardless of level) within

these workgroups. Layoffs for non-Transportation Planners within Service Development will be by seniority, by classification.

Layoff workgroups are as follows:

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Section **Operations Section** Vehicle Maintenance Section Power and Facilities Section Accessible Services Section - Paratransit, Rideshare **Operations Section Transit Security Section** Sales & Customer Services Section **Transit Safety Section** Service Development Section – Work groups Market Development Group, Service Development Section Facilities Planning, Group, Service Development Section Speed and Reliability, Group, Service Development Section Advance Planning/ Scheduling / Manager's Office, Group, Service Development Section

Service Planning, Service Development Section

ARTICLE 22: CLASSIFICATION / RECLASSIFICATION

 Section 2. Classification. The County shall furnish the Union with specific classification specifications for classifications in the bargaining unit. The County and the Union shall meet to review proposed modifications and revisions to said specifications and where such revisions have significant impact on working conditions will negotiate the resulting impacts.

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

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

If the supervisor or division manager has any disagreement with the information provided on the form by the employee, the supervisor or division manager will discuss this disagreement with the employee prior to forwarding the form to HRD.

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

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

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

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ARTICLE 23: DURATION	<u> </u>			
This Agreement shall become effective upon the conclusion of the approval process by				
King County Council and cover the period January 1, 2002 through December 31, 2004.				
Contract negotiations for the period beginning January 1, 2005 may be initiated by either				
party providing to the other	written notic	ce of its intention to do	so prior to Octobe	r 15, 2004. I
the goal of both parties to c	onclude nego	otiations prior to expira	ation of this Agreen	nent.
Executed the	nis	day of	2002.	
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	Squared Table
Classification Title	Pay Rangel
Administrative Staff Assistant	48
Administrator I	50
Business and Finance Officer I	53
Business and Finance Officer II	58
Business and Finance Officer III	62
Communications Specialist I	51
Communications Specialist II	54
Communications Specialist III	58
Communications Specialist IV	64
Customer Services Coordinator	55
Customer Services Coordinator - Lead	59
Data Administrator	50
Educator Consultant I	54
Educator Consultant II	58
Environmental Scientist I	54
Environmental Scientist II	59
Environmental Scientist III	64
Environmental Scientist IV	69
Grants and Contracts Officer I	49
Grants and Contracts Officer II	54
Grants and Contracts Officer III	59
Grants and Contracts Officer IV	64
Information Systems Professional I	51
Information Systems Professional II	54
Information Systems Professional III Information Systems Professional IV	60
Information Systems Professional V	65 70
Maintenance/Planner Scheduler	70 50
Marketing and Sales Specialist II	58 56
Marketing and Sales Specialist III	56 58
Occupational Education and Training Coordinator	56 53
Occupational Education and Training Instructor	53 44
Occupational Education and Training Program Administrator	58
Occupational Education and Training Program Administrator-Senior	63
Power Distribution Technical Assistant	59
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63
Project/Program Manager IV	68
Rideshare Services Representative	54
Safety and Health Administrator IV	62
Supervising Data Administrator	54
Transportation Planner I	53
Transportation Planner II	58
Transportation Planner III	63
Transportation Planner IV	68
Vanpool Risk Specialist	59
Warranty Administrator	64

Employees hired after implementation of the classification/compensation agreement occupy steps 2, 4, 6, 8, 10 of the above ranges. (These employees have a 5 step pay range)

Certain employees hired prior to implementation of the classification/compensation settlement occupy steps 1, 3, 5, 7, 9, and 10 of the above ranges. (These employees have a 6 step pay range)

Employees move 1 step in the pay ranges described above upon completion of probation. After completion of probation, employees advance one step on each January 1.

*Wage tables are available upon request to Transit Human Resources or the main county personnel office