



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19670

Proposed No. 2023-0317.1

Sponsors Upthegrove

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Technical Employees' Association (Metro
4 Transit Department, Capital Division - Staff) representing
5 employees in the Metro transit department; and establishing
6 the effective date of the agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and Technical Employees' Association (Metro Transit Department, Capital
10 Division - Staff) representing employees in the Metro transit department, which is
11 Attachment A to this ordinance and included memoranda of agreement, which are
12 Attachments B and C to this ordinance, are hereby approved and adopted and by this
13 reference made a part hereof.

Ordinance 19670

14 SECTION 2. Terms and conditions of the agreement shall be effective from
15 January 1, 2019, through and including December 31, 2024.

Ordinance 19670 was introduced on 9/19/2023 and passed by the Metropolitan King County Council on 9/26/2023, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

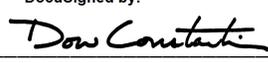
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Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this _____ day of 10/5/2023, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Agreement Between King County and Technical Employees' Association, Metro Transit Department, Capital Division - Transit Staff, 01-01-19 - 12-31-24, B. MOA Collective Bargaining Agrmt. Technical Employee's Assoc. Capital Division Metro Transit Dept., Staff unit, Subject-2019-2024 Collective Bargaining Agrmt. Retro Pay Settlement&Employee Wage Table Step P, C. MOA Collective Bargaining Agreement Technical Employee's Association. Capital Division Metro Transit Department, Staff unit, Adoption of the 2015-2018 TEA Transit Unit CBA

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**AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES’ ASSOCIATION
Metro Transit Department, Capital Division - Transit Staff
01/01/19 - 12/31/24**

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1
2 **AGREEMENT BETWEEN**

3 **KING COUNTY**

4 **AND**

5 **TECHNICAL EMPLOYEES' ASSOCIATION**

6 **Metro Transit Department, Capital Division - Transit Staff**

7 **ARTICLE 1: PREAMBLE**

8 These Articles constitute an Agreement between King County (County) and the Technical
9 Employees' Association (hereinafter referred to as the "Association" or "TEA"). The intent and
10 purpose of this Agreement is to promote a collaborative relationship between the parties and to set
11 forth the wages, hours and working conditions of such employees as covered by this Agreement.

12 **ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

13 **2.1 Recognition:** The County recognizes the Association as the exclusive bargaining
14 representative with respect to wages, hours and working conditions of employment for all employees
15 in the Design and Construction section of the Transit Division of the Department of Transportation,
16 excluding supervisors, managers, confidential employees, short term temporary employees and all
17 other employees of the employer. **2.2 Association Membership:** All employees covered under
18 the terms of this Agreement may voluntarily join the Association as a member and receive all rights,
19 privileges and benefits of Association membership.

20 **2.3 Dues Deduction Procedure and Indemnification:** The County shall deduct regular
21 monthly dues and fees from the Association member employee's paycheck when voluntarily
22 authorized in writing by the Association member employee. A copy of the legally compliant
23 employee signed authorization will be provided to the County before deductions are made. The
24 deductions will be transferred to TEA monthly. TEA shall refund any amounts paid to it in error
25 upon presentation of proper evidence thereof. TEA will indemnify, defend, and hold the County
26 harmless against any claims made and any suit instituted against the County on account of the
27 application of any provision of this article as it relates to the collection of TEA dues and assessments.
28 The County shall notify TEA of changes in employment and membership status on a monthly basis.

1 **2.4 Union Notification:** The County will supply the Association with the following
2 information within five (5) working days of a new employee's date of hire or date when the employee
3 becomes newly eligible to join the Association:

- 4 1. First and last name
- 5 2. Home address
- 6 3. Home phone number (if the member wants to provide it)
- 7 4. Work e-mail address
- 8 5. Job classification/title
- 9 6. Department
- 10 7. Division
- 11 8. Work location
- 12 9. Date of hire
- 13 10. Hourly or salary pay status
- 14 11. Rate of pay
- 15 12. FTE status

16 **2.5 Release Time for New Employees:** The County shall provide each new bargaining unit
17 member thirty (30) minutes of release time to meet with the Association within the first month of
18 employment.

19 **2.6 Maintenance of Working Conditions:** The County recognizes its obligation to negotiate
20 wages, hours and working conditions with TEA.

21 **2.7 Application of Personnel Guidelines:** As set forth below, the 2005 King County
22 Personnel Guidelines shall apply to members of this bargaining unit where the Collective Bargaining
23 Agreement is silent or ambiguous. The 2005 Personnel Guidelines (except those identified below to
24 have no application) shall replace any pre-existing practice between the parties, provided that nothing
25 in those Guidelines will be interpreted or applied to circumvent the parties' collective bargaining
26 obligations. However, should any genuine established practice arise subsequent to January 1, 2005,
27 and such practice conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a
28 matter on which the Agreement is either silent or ambiguous), then the practice shall govern. Should

1 the Guidelines be invoked to interpret the contract, the arbitrator reserves the right to determine what
2 weight should be given alongside those other interpretive factors that an arbitrator might conclude
3 appropriate.

4 Except as expressly noted, definitions in the Personnel Guidelines shall apply to the
5 interpretation of the Personnel Guidelines only.

6 The parties agree that the following provisions of the King County Personnel Guidelines
7 (2005) are preempted by the terms of the parties' Collective Bargaining Agreement:

- 8 Preamble/Disclaimer
- 9 Section 1.3
- 10 Chapter 4
- 11 Chapter 5
- 12 Sections 6.5, 6.6, 6.9, and 6.13 - 6.15
- 13 Chapter 9
- 14 Sections 11.1, 11.2, and 11.4
- 15 Sections 12.4, 12.5
- 16 Sections 14.1-14.6 and 14.9-14.15
- 17 Section 15.3
- 18 Chapter 16
- 19 Chapter 17
- 20 Chapter 18
- 21 Section 19.4
- 22 Chapter 22

23 **ARTICLE 3: RIGHTS OF MANAGEMENT**

24 The management of the County and the direction of the work force are vested exclusively in
25 the County, except as may be limited by the express written terms of this Agreement.

26 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

27 **4.1** The Agreement expressed herein in writing constitutes the entire Agreement between the
28 parties and no express or implied or oral statements shall add to or supersede any of its provisions.

1 **4.2** The parties acknowledge that during the negotiations which resulted in this Agreement,
2 each had the unlimited right and opportunity to make demands and proposals with respect to any
3 subject or matter appropriate for collective bargaining, and that the understanding and agreements
4 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
5 Therefore, the County and TEA, for the life of this Agreement, each voluntarily and unqualifiedly
6 waive the right and each agrees that the other shall not be obligated to bargain collectively with
7 respect to any subject or matter.

8 **4.3 Modification:** Should the parties agree to amend or supplement the terms of this
9 Agreement, such amendments or supplements shall be in writing and effective when signed by the
10 parties.

11 **ARTICLE 5: DISCIPLINE AND PROBATION**

12 **5.1 Discipline:** The County may discipline an employee for just cause. Discipline may
13 include, but is not limited to, verbal or written reprimands, delay or withholding of a salary step
14 increase, reduction of pay, demotion, disciplinary transfers, and suspensions without pay and/or
15 discharge of the Employee.

16 Prior to any disciplinary action being taken an investigation will be conducted. The
17 Employee will be advised of the basis of any disciplinary action and given the opportunity to respond
18 prior to the implementation of the discipline. The type and severity of disciplinary action will be
19 consistent with the nature and severity of the behavior that led to the disciplinary action. In
20 determining appropriate disciplinary action, the County will also consider mitigating circumstances,
21 which may include the Employee's work record. Probationary and Term Limited Employees are not
22 subject to the definitions or provisions in this Article.

23 **5.2 Probation:** New Employees, including those new to a position, shall be subject to a six
24 (6) month probationary period. Employees who have been assigned to a position as an acting or TLT
25 shall be provided credit for such time toward this period, at the discretion of the appointing authority.
26 A probationary period may be extended beyond six (6) months, but no more than 12 months, upon
27 agreement of the County, the employee, and the TEA.

28 **5.3 Probationary Period Upon Promotion:** An employee who does not successfully

1 complete the probationary period in a position to which the employee has been promoted shall be
2 restored to the employee's former position, former salary, and all other benefits to which the
3 employee would have been entitled if the promotion had not occurred if the former position is still
4 vacant (has not been offered and accepted by an applicant), and the position still exists. If the former
5 position is unavailable, the individual will be offered any vacant Transit TEA represented position for
6 which they meet the essential qualifications for the classification and the specific qualifications for
7 the position. If they refuse to accept an offered position in a lower pay range than the position they
8 initially vacated, they will be laid off. If they accept a lower range position, they will have recall
9 rights to the next available position of the classification they had at the time of the initial promotion.
10 If they refuse to accept a position of equal range and similar duties (to the position originally vacated)
11 for which they meet the essential qualifications, they will be placed on the recall list for two years.
12 Provided further, there are no reversion rights if the employee is discharged for cause.

13 **ARTICLE 6. GRIEVANCE PROCEDURE**

14 **6.1 Nature of the Procedure:** Any dispute between the County and TEA, or between the
15 County and any employee covered by this Agreement concerning the interpretation, application,
16 claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

17 Every effort will be made to settle grievances at the lowest possible level of supervision.
18 Employees will be unimpeded and free from restraint, coercion, discrimination, or reprisal in seeking
19 adjudication of their grievance.

20 The County will attempt to hold grievance hearings during normal working hours.
21 Employees involved in such grievance hearings during their normal County working hours shall be
22 allowed to do so without suffering a loss in pay, including the grieving employee, any employee
23 involved as a witness and/or any employee representing TEA.

24 Unless otherwise indicated, days in this Article will mean calendar days. Any time limits
25 stipulated in the grievance procedure may be extended by mutual agreement of the parties in writing.
26 If either party fails to respond within the designated time frames, the grieving party may, at its option,
27 continue to demand a response, or pursue the grievance to the next step of the resolution process
28 within the required time limit.

1 **6.2 Grievance Steps:** A grievance in the interest of a majority of the employees in the
2 bargaining unit shall be reduced to writing by TEA and may, at its discretion, be introduced at Step 2
3 of the grievance procedure within twenty-one (21) days of the alleged violation or within twenty-one
4 (21) days of when TEA reasonably should have known of the alleged violation. A grievance filed on
5 behalf of the County will be introduced at Step 3 of the grievance within twenty-one (21) days of
6 when the County should have reasonably known of the alleged violation.

7 A grievance shall be processed in accordance with the following procedure:

8 **Step 1:** A grievance shall be submitted in writing by TEA or the employee, within twenty
9 (21) days of the alleged contract violation or within twenty-one (21) days of when TEA reasonably
10 should have known of the alleged violation to the grieving employee's immediate supervisor. The
11 grievance shall include a description of the incident, the date it occurred and the applicable
12 provision(s) of the collective bargaining agreement that is alleged to have been violated. The parties
13 agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor
14 shall answer the grievance in writing to TEA within fourteen (14) days after being notified of the
15 grievance.

16 **Step 2:** If the grievance is not resolved at Step 1, TEA may forward the grievance to the
17 Capital Division Director or designee within twenty-one (21) days of the Step 1 written response.
18 The Capital Division Director or designee shall convene a meeting with TEA within fourteen (14)
19 days after receipt of the grievance. The meeting may include the aggrieved employee(s) at their
20 option. The Capital Division Director or designee shall answer the grievance in writing to TEA
21 within twenty-one (21) days after the meeting.

22 **Step 3:** TEA shall have fourteen (14) days from the issuance of the Step 2 response to
23 advance the grievance to Step 3, otherwise the grievance shall be presumed to be resolved. TEA's
24 request to advance the grievance to Step 3 must be made in writing to the Director of the King
25 County Office of Labor Relations or designee copying the Labor Negotiator. The TEA representative
26 must sign the request to advance a grievance to Step 3.

27 The Director of the King County Office of Labor Relations or designee will schedule a
28 meeting with the TEA staff representative and employee, if desired, within thirty (30) days of the

1 referral to Step 3. The Director or designee shall issue a written decision within fourteen (14)
2 calendar days of the Step 3 meeting.

3 A grievance filed by the County shall be filed with the TEA President. The grievance shall
4 include a description of the incident, the date it occurred, and the applicable provision(s) of the
5 collective bargaining agreement alleged to have been violated.

6 **Step 4:** If the grievance is not resolved at Step 3, either of the signatory parties to this
7 agreement may submit the grievance to binding arbitration. Within thirty (30) days of the Step 3
8 response either party may file a Demand for Arbitration. TEA's demand will be filed with the
9 Director of the Office of Labor Relations or designee. The County's demand will be filed with the
10 TEA President.

11 After the Demand for Arbitration is filed, the County and TEA will meet to select by mutual
12 agreement an arbitrator. If the parties are unable to arrive at an agreement, either party may petition
13 for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC), after
14 which an arbitrator shall be selected by the alternate striking of names, the first strike to be
15 determined by a coin flip.

16 **6.3 Arbitrator's Authority:** In connection with any arbitration proceeding held pursuant to
17 this Agreement, it is understood as follows:

18 **A.** The arbitrator shall have no power to render a decision that will add to, subtract
19 from, alter, change or modify the terms of this Agreement, and their power shall be limited to the
20 interpretation or application of the express terms of this Agreement, and all other matters shall be
21 excluded from arbitration.

22 **B.** The decision of the arbitrator shall be final, conclusive and binding upon the
23 County, TEA and the employee involved.

24 **C.** The cost of the arbitrator shall be borne equally by the County and TEA, and each
25 party shall bear the cost of presenting its own case, including attorneys' fees, regardless of the
26 outcome of the case.

27 **D.** Unless otherwise agreed to in writing by the parties, the arbitrator's decision shall
28 be made in writing, and shall be issued to the parties within thirty (30) days after the case is

1 submitted to the arbitrator.

2 E. Any arbitrator selected under Step 4 shall function pursuant to the voluntary labor
3 arbitration regulations of the American Arbitration Association, unless otherwise agreed to in writing
4 by the parties.

5 **6.4 Mediation:** At any step in the process by mutual agreement the parties may submit the
6 dispute to mediation. If the mediation is not successful, the grievance will be reinstated at the step it
7 was prior to submission to mediation.

8 **ARTICLE 7: HOLIDAYS**

9 **7.1 Celebrated Holidays:**

10 A. All regular, probationary, provisional, and term-limited temporary employees shall
11 be granted the following holidays with pay:

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

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27 B. And, any special or limited holidays as declared by the president of the United
28 States or governor as approved by the State of Washington, and as approved by the Council.

1 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and
2 any holiday falling on a Saturday shall be observed on the preceding Friday. To receive holiday pay,
3 an eligible employee must be in pay status the scheduled workday before and the scheduled workday
4 after the holiday. However, an employee who has successfully completed at least five (5) years of
5 County service and who retires at the end of a pay period in which the last regularly scheduled
6 working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay
7 status the day before the day observed as a holiday. Holiday pay for non-exempt employees shall not
8 exceed eight (8) hours of pay in a work unit that has a standard forty-hour (40-hour) work week
9 schedule.

10 **7.2 Personal Holidays:** Effective following implementation of this Agreement, regular,
11 probationary, provisional and term-limited temporary employees shall receive two (2) personal
12 holidays to be added to their vacation bank. Personal holidays will be awarded in the first full pay
13 period of the year or upon hire. In no event shall there be more than two (2) personal holidays
14 awarded per year. These days may be used in the same manner as any vacation day earned.

15 **7.3 Part-time Scheduled Employees:** Regular, probationary, provisional and part-time term-
16 limited temporary employees who work a part-time schedule receive paid holidays prorated based on
17 their work schedule consistent with 7.1 and 7.2.

18 **7.4 Holiday Compensation:**

19 **A.** Full-time non-exempt employees who are eligible for holiday pay shall receive
20 time and one-half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in 7.1.A.
21 above. This holiday compensation for hours actually worked on a holiday shall be in addition to the
22 eight (8) straight time hours of holiday pay. Employees who work the holiday shall either receive an
23 additional day's pay at their regular, straight-time hourly rate or shall at their option receive a
24 substitute holiday, use of which must be scheduled like vacation leave. Substitute holidays not taken
25 within the calendar year in which they are earned shall be compensated for in cash.

26 **B.** Non-exempt part-time employees who are eligible for holiday pay and are assigned
27 to work on a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual
28 hours worked. In addition to the holiday compensation for actual hours worked, the employees shall

1 receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay
2 shall be pro-rated based on the employees regularly scheduled working hours. Employees will not be
3 compensated for holidays falling on days that they are not regularly scheduled to work.

4 C. For those non-exempt employees whose normal shift is longer than eight (8) hours
5 in order to receive their normal salary, shall be provided an option to either work additional hours in
6 the pay period that does not result in overtime or deduct hours from their annual leave bank.

7 **7.5 Holiday Staffing:** The County may use reduced staffing on holidays consistent with
8 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating
9 through the list of employees by classification and seniority. If there are insufficient volunteers,
10 employees will be selected by the County using a rotation process. Employees may exchange
11 assigned holidays so long as the County incurs no additional costs. Employees proposing the
12 exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the
13 holiday. Any exchange of holiday assignments will obligate both employees to work those days that
14 they have exchanged.

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ARTICLE 8: VACATIONS**8.1 Vacation Leave Accrual Schedule:**

Regular, probationary, provisional and term-limited temporary employees, herein comprehensive leave benefit eligible employees, shall be eligible for vacation leave benefits as described in the following table except in those instances expressly stated in this Article as an exception:

Beginning with Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	5	000 thru 060	0.0462 X Basis Hours	12
6	8	061 thru 096	0.0577 X Basis Hours	15
9	10	097 thru 120	0.0616 X Basis Hours	16
11	16	121 thru 192	0.0770 X Basis Hours	20
17	17	193 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1078 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	n/a	301 and beyond	0.1154 X Basis Hours	30

8.2 Part-time Employees: comprehensive leave benefit eligible employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in 8.1; provided, however, such accrual rates shall be prorated to reflect their normally scheduled work week.

1 **8.3 Vacation Accrual:** Comprehensive leave eligible employees shall accrue vacation leave
2 from their date of hire in a leave eligible position. Employees who work less than a full-time
3 schedule shall receive a pro-rated leave to reflect their normally scheduled workweek.

4 **8.4 Vacation Eligibility:** Comprehensive leave eligible employees shall not be eligible to
5 take or be paid for vacation leave until they have successfully completed their first six (6) months of
6 County service in a leave eligible position, and if they leave County employment prior to successfully
7 completing their first six (6) months of County service, shall forfeit and not be paid for accrued
8 vacation leave. Vacation may not be used until earned.

9 **8.5 Vacation Payout:** Comprehensive leave eligible employees shall be paid for accrued
10 vacation leave to their date of separation up to the applicable maximum accrual amount, as provided
11 in Article 8.7, if they have successfully completed their first six (6) months of County service.
12 Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon
13 the date of leaving County employment less mandatory withholdings. If an employee leaves prior to
14 successful completion of the six months of County service, they shall forfeit and not be paid for
15 accrued vacation leave.

16 **8.6 Vacation Schedules:** The manager/designee will be responsible for scheduling vacation
17 of employees in such a manner as to achieve the greatest vacation opportunity for the employees
18 while maintaining the efficient functioning of the work unit. No employee shall work for
19 compensation for the County in any capacity during the time that the employee is on vacation.

20 **8.7 Maximum Accrual:** Employees eligible for vacation leave may accrue up to 480 hours
21 vacation prorated to reflect their normally scheduled workday. Comprehensive leave eligible
22 employees hired into a TEA represented position after December 31, 2024, may accrue up to 320
23 hours vacation, unless they are eligible for the 480 hour cap in their position immediately prior to hire
24 into a TEA represented position, prorated to reflect their normally scheduled workday. Employees
25 eligible for vacation leave shall use vacation leave beyond the maximum accrual amount prior to the
26 end of the pay period that includes December 31st of each year. Failure to use vacation leave beyond
27 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum
28 amount unless the manager/designee has approved a carryover of such vacation leave because of

1 cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

2 **8.8 Payout on Separation due to Death:** In cases of separation from County employment by
3 death of an employee with accrued vacation leave and who has successfully completed their first six
4 (6) months of County service in a comprehensive leave benefit eligible position, payment of unused
5 vacation leave up to the applicable maximum accrual amount, as provided under Article 8.7, shall be
6 made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

7 **8.9 Vacation Rate on Return:** If a comprehensive leave eligible employee resigns from
8 County employment in good standing or is laid off and subsequently returns to County employment
9 within two (2) years from such resignation or layoff, as applicable, the employee's prior County
10 service shall be counted in determining the vacation leave accrual rate under 8.1.

11 **8.10 Partial Payments:** Employees who are FLSA overtime eligible may use vacation leave
12 in whole hours and fractions of an hour up to two decimal places. FLSA-exempt employees may use
13 vacation in increments of not less than one (1) day.

14 **8.11 Vacation Donation:** Any comprehensive leave eligible employee may donate to any
15 other comprehensive leave eligible employee a portion of their accrued vacation for the purpose of
16 supplementing the sick or family leave benefits of the receiving employee. Donated vacation shall be
17 converted to a dollar value based upon the donor's straight-time rate of pay. Vacation donations are
18 strictly voluntary. Employees are prohibited from offering or receiving monetary or other
19 compensation in exchange for donating vacation hours.

20 **A. Approval Required:** A comprehensive leave benefit eligible employee may
21 donate a portion of their accrued vacation leave to another comprehensive leave eligible employee.
22 Such donation will occur upon written request to and approval of the donating and receiving
23 employee's department director(s), except that requests for vacation donation made for the purposes
24 of supplementing the sick leave benefits of the receiving employee will not be denied unless approval
25 would result in a departmental hardship for the receiving department.

26 **B. Limitations:** The number of hours donated will not exceed the donor's accrued
27 vacation credit as of the date of the request. No donation of vacation hours will be permitted where it
28 would cause the employee receiving the transfer to exceed their maximum vacation accrual.

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

6 **ARTICLE 9: SICK LEAVE**

7 **9.1 Sick Leave:** Regular, probationary, provisional and term-limited temporary employees,
8 (herein “comprehensive leave eligible employees”) will accrue sick leave benefits at the rate of 0.04616
9 hours for each hour in pay status exclusive of overtime up to a maximum of 3.6928 hours per biweekly
10 pay period (which is usually 96 hours per year); except that if an hourly employee works in excess of
11 seventy-four (74) hours in one week, the employee shall accrue sick leave at the rate of 0.025 hours for
12 each hour worked in excess of seventy-four (74) hours. Employees shall accrue sick leave from their
13 date of hire in a leave eligible position. Employees are not entitled to sick leave if not previously
14 earned. Employees who are FLSA overtime eligible may use sick leave in whole hours and fractions
15 of an hour up to two decimal places at the discretion of their immediate supervisor. FLSA-exempt
16 employees may use sick leave in increments of not less than one (1) day.

17 **9.2 Donation of Sick Leave Hours:**

18 **A. Written Notice Required:** A comprehensive leave eligible employee may donate
19 a portion of their accrued sick leave to another employee eligible for leave benefits upon written
20 notice to the donating and receiving employee’s department director(s).

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

25 **C. Return of Unused Donations:** Donated sick leave hours must be used within
26 ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the
27 receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick
28 leave payoff cashout provisions contained in this Agreement, and sick leave restoration provisions

1 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
2 accrued sick leave hours.

3 **D. No Solicitation:** All donations of vacation and sick leave made under this Article
4 are strictly voluntary. An employee is prohibited from soliciting, offering, or receiving monetary or
5 any other compensation or benefits in exchange for donating vacation or sick leave hours.

6 **E. Conversion Rate:** All vacation and sick leave hours donated will be converted to
7 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
8 value will then be divided by the receiving employee's hourly rate to determine the actual number of
9 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
10 straight time hourly rate at the time of re-conversion. An employee eligible for paid leave benefits
11 may donate accrued vacation and/or sick leave in accordance with procedures set forth under Chapter
12 3.12.223 of the King County Code (K.C.C.).

13 **9.3 Unlimited Accrual:** There will be no limit to the hours of sick leave benefits accrued by
14 employees eligible for comprehensive leave benefits.

15 **9.4 Restoration following Separation:** Should a regular employee resign in good standing, be
16 laid off or separated for non-disciplinary medical reasons and return to County employment within
17 two
18 (2) years, their accrued sick leave will be restored.

19 **9.5 Pay upon Separation/Retirement:** An employee who is eligible for comprehensive leave
20 benefits who has successfully completed at least five (5) years of County service and who retires as a
21 result of length of service or who separates by reason of death will be paid, or their estate as provided
22 for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their unused,
23 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving
24 County employment, less mandatory withholdings.

25 **9.6 Leave Without Pay for Health Reasons:** An employee must use all of their sick leave
26 before taking unpaid leave for their own health reasons. If the injury can be compensated under the
27 County's workers compensation program, then the employee has the option to augment or not
28 augment time loss payments with the use of their accrued sick leave.

1 leave may use accrued vacation leave before going on leave of absence without pay.

2 **9.8 Leave Without Pay for Family Reason:** For a leave for family reasons, the employee
3 will choose at the start of the leave whether the particular leave would be paid or unpaid (see 9.11);
4 but, when an employee chooses to take paid leave for family reasons they may set aside a reserve of
5 up to eighty (80) hours of accrued sick leave.

6 **9.9 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

7 **A. An absence:**

- 8 1. resulting from the employee’s mental or physical illness, injury, or health
9 condition;
10 2. to accommodate the employee’s need for medical diagnosis, care or
11 treatment of a mental or physical illness, injury or health condition; or
12 3. for the employee’s need for preventive medical care;

13 **B. To allow the employee to provide care:**

- 14 1. for a family member with a mental or physical illness, injury or health
15 condition;
16 2. for a family member who needs medical diagnosis, care or treatment of a
17 mental or physical illness, injury or health condition; or
18 3. for a family member who needs preventive medical care;

19 **C. When a King County facility is closed by order of public official for any health-
20 related reason, or when an employee’s child’s school or place of care is closed by order of a public
21 official for a health-related reason;**

22 **D. For absences that qualify for leave under the domestic violence leave act, chapter
23 49.76 RCW; and**

24 **E. For family and medical leave available under federal law, state law or King County
25 ordinance.**

26 **F. For purposes of sick leave, “family member” means any of the following:**

- 27 1. A child, including a biological, adopted or foster child, a stepchild or a child
28 to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of

1 age or dependency status, or the child of the employee’s domestic partner;

2 2. The parent of an employee, employee’s spouse or employee’s domestic
3 partner. Parent includes:

4 (a) a biological parent;

5 (b) an adoptive parent;

6 (c) a de facto parent;

7 (d) a foster parent;

8 (e) a stepparent;

9 (f) a legal guardian; or

10 (g) a person who stood or stands in loco parentis to the employee,
11 employee’s spouse or employee’s domestic partner.

12 3. A spouse;

13 4. A domestic partner;

14 5. A grandparent;

15 6. A grandchild; or

16 7. A sibling.

17 G. The employee’s incapacitating injury, provided that:

18 1. An employee injured on the job may not simultaneously collect sick leave
19 and worker’s compensation payments in a total amount greater than the net regular pay of the
20 employee.

21 2. An employee may not collect sick leave and worker’s compensation wage
22 replacement pay for physical incapacity due to any injury or occupational illness which is directly
23 traceable to employment other than with the County.

24 **9.10 Provider Certification:** The manager/designee and employee are responsible for the
25 proper administration of the sick leave benefit. Verification from a licensed health care provider may
26 be reasonably required to substantiate the health condition of the employee or family member for
27 leave requests, subject to the limitations contained in RCW 49.46.

1 **ARTICLE 10: FMLA/KCFML**

2 **10.1 Federal Family and Medical Leave Act:**

3 A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible
4 employee may take up to 12 weeks of paid or unpaid leave in a single 12 month period for the
5 employee's own qualifying serious health condition that makes the employee unable to perform their
6 job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition,
7 to bond with a newborn child, adoption or foster care placement (leave must be taken within one year
8 of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a
9 military member who is the employee's spouse, child or parent. An eligible employee who is a
10 covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or
11 unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury
12 or illness.

13 B. The leave may be continuous or intermittent, when medically necessary.
14 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
15 care child may only be taken when approved.

16 C. In order to be eligible for FMLA, an employee must have been employed by the
17 County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior to
18 the commencement of leave.

19
20 **10.2 King County Family and Medical Leave:**

21 A. As provided by King County Code, an eligible employee may take up to 18 weeks
22 of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month period for
23 the employee's own qualifying serious health condition, to care for an eligible family member who
24 has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care
25 placement (leave must be taken within one year of the child's birth or placement), and for any
26 qualifying reason under the FMLA or other family and medical leaves available under federal or state
27 law.
28

1 **B.** The leave may be continuous or intermittent, when medically necessary.

2 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
3 care child may only be taken when approved. KCFML shall run concurrently with other federal,
4 state, and County leaves to the extent allowed, including but not limited to the FMLA, Washington
5 State Paid Family and Medical Leave Act (PFML), and the Washington State Family Care Act.

6 **C.** In order to be eligible for KCFML leave under this Article, an employee must have
7 been employed by the County for at least 12 months and have worked at least 1,040 hours in the
8 preceding 12 month period for a 40 week employee or 910 hours in the preceding 12 month period
9 for a 35 hour week employee.
10

11 **D.** An employee who returns from KCFML within the time provided under this
12 Article is entitled to the same position the employee occupied when the leave commenced or a
13 position with equivalent pay, benefits, and conditions of employment.
14

15 **10.3** Failure of an employee to return to work by the expiration date of leave under this
16 Article may be cause for termination of the employee from County service.

17 **ARTICLE 11: PAID PARENTAL LEAVE**

18 **11.1** Paid Parental Leave (PPL) supplements a comprehensive leave eligible employee's
19 accrued paid leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a new
20 child.
21

22 **11.2. Benefit Amount:** An employee's supplemental parental leave benefit is calculated
23 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt
24 placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be
25 taken within one year of the child's birth or placement in the home. The employee will receive the
26 equivalent of their full salary for up to a total of 12 weeks, when combined with the employee's
27 accrued leave (except for one week of sick leave and one week of vacation leave, or the equivalent
28

1 for Benefit Time). The employee is permitted to use the supplemental leave first. Additionally, the
2 employee may choose to take less than 12 weeks of leave. PPL is not subject to cash out. An
3 employee who does not return to work for at least six months of continuous service following the
4 leave, will be required to reimburse the County for the PPL funds received.

5 **11.3. Eligibility:** The PPL benefit is available to all comprehensive leave eligible employees
6 who have been employed with the County for at least six months of continuous service at the time of
7 the qualifying event. If both parents work for the County, then each employee is entitled to up to 12
8 weeks of PPL.
9

10 **11.4. Benefit Period:** PPL must be used within 12 months of the qualifying event. An
11 employee may use PPL on an intermittent or part-time basis, so long as it is consistent with the
12 department's operational needs, and it is approved in writing by the employee's supervisor prior to
13 the leave.
14

15 **11.5. Concurrency:** PPL will run concurrently with the County's family and medical leave,
16 as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

17 **11.6. Job Protection:** PPL is protected leave. Barring layoffs, an employee's job cannot be
18 eliminated while the employee is on leave. Further, no retaliatory action may be taken against an
19 employee for participating or planning to participate in the program.
20

21 **11.7. Health and Leave Benefits:** The employee will continue to receive all health benefits
22 and shall continue to accrue vacation and sick leave during the period of PPL. For purposes of
23 overtime calculations, PPL shall be considered the equivalent of sick leave.

24 **ARTICLE 12: OTHER LEAVES**

25 **12.1 Organ Donation Leave:** The manager/designee shall allow all employees eligible for
26 comprehensive leave benefits who are voluntarily participating as donors in life-giving or life-saving
27 procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood
28

1 transfusions to take five (5) days paid leave, which shall not be charged to sick or vacation leave,
2 provided that:

3 A. The employee gives the manager/designee reasonable advance notice of the need
4 to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where
5 there is reasonable expectation that the employee's failure to donate may result in serious illness,
6 injury, pain or the eventual death of the identified recipient.

7 B. The employee provides written proof from an accredited medical institution,
8 organization or individual as to the need for the employee to donate bone marrow, a kidney, or other
9 organs or tissue or to participate in any other medical procedure where the participation of the donor
10 is unique or critical to a successful outcome.

11 C. Time off from work for the purpose set out above in excess of five (5) working
12 days will be subject to the terms of this Agreement.

13 **12.2 Bereavement Leave:**

14 A. Employees eligible for leave benefits shall be granted up to five days, maximum
15 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the
16 employee's immediate family.

17 B. Immediate family shall be defined as the employee's spouse or domestic partner,
18 and the parent, grandparent, child, son or daughter-in law, grandchild, sibling of the employee,
19 employee's spouse or the employee's domestic partner, or an employee's legal guardian, ward or any
20 person over whom the employee has legal custody.

21 C. Employees who are not eligible for comprehensive leave benefits may be granted
22 leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

23 D. When a holiday or regular day off falls during the leave, it shall not be charged as
24 bereavement leave.
25
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1 E. Any additional paid leave may be approved by mutual agreement between the
2 County and the employee.

3 **12.3 Examination Leave:** Employees eligible for comprehensive leave benefits shall be
4 entitled to necessary time off with pay for the purpose of participating in County qualifying or
5 promotional examinations. This shall include time required to complete any required interviews.

6 **12.4 Jury Duty Leave:** Employees eligible for comprehensive leave benefits who are
7 ordered on a jury shall be entitled to their regular County pay; provided, that fees for such jury duty
8 are deposited, exclusive of mileage, with the Finance and Business Operations Division of the
9 Department of Executive Services. Employees shall report back to their supervisor on their next
10 scheduled workday when dismissed from jury service.

11 **12.5 Leave for Volunteer Service:** Employees may use up to three days of their accrued sick
12 leave each year to perform volunteer services at a local school, or at a non-profit on the approved list
13 for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall
14 submit such request in writing, per collective bargaining and department leave request procedures,
15 specifying the name of the school and/or organization and the nature of the volunteer services to be
16 performed. Additionally, the employee's supervisor may request in advance that the employee obtain
17 written proof of the service from the volunteer organization or school.

18 **12.6 Military Leave:** Employees shall receive military leave in accordance with King
19 County policy, state, and federal law, as amended.

20 **12.7 Executive Leave:** Employees who are exempt from the overtime provisions of the
21 FLSA shall be eligible for up to ten (10) days of Executive Leave annually. All employees who are
22 exempt from overtime shall receive at least three (3) days of Executive Leave annually.

23 **12.8 Leave Without Pay:**

24 **A. Short-Term Leaves of Absence:** A leave of absence without pay, not covered by
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1 any other provision of this Agreement, for a period not exceeding 30 consecutive days may be
2 granted to a leave eligible employee by the employee's Department Director or designee.

3 **B. Long-Term Leaves of Absence:** The Department Director or designee may grant
4 a leave of absence without pay, not covered by any other provision of this Agreement, for
5 nonmedical reasons for a period longer than 30 days. Requests for leaves of absence without pay that
6 are for medical/health reasons for a period longer than 30 days must be approved by the Director of
7 Human Resources or the Director's designee. Long-term leaves may be unconditional, or conditional
8 with any conditions set forth in writing at the time that the leave is approved with the understanding
9 that barring required budget cuts or layoffs, the employer shall reinstate the employee to the same
10 position or a position with equivalent status, pay, benefits and other employment terms upon the
11 employee's return with no loss of seniority.
12

13 **C. Early Return:** An employee who is on a leave of absence without pay, not
14 covered by any other provision of this Agreement, may return from the leave before its expiration
15 date if the employee provides the director with advance written notice to that effect at least 15 days
16 before the date of return for leaves without pay that were granted for non-medical related purposes.
17

18 **12.9 Closure of County Facilities:**

19 **A. Pay for employees in case of facility closure:**

20 **1.** If a facility is closed by order of the County Executive, regular, provisional,
21 probationary and term limited temporary employees scheduled to work will be paid their normal
22 salary or hourly wage until such time as the facility is reopened, alternative worksites are arranged, or
23 a reduction in force is implemented. If the shutdown extends for more than one week, the status of
24 displaced workers may be reviewed by the Executive to determine whether a reduction in force due
25 to either lack of funds or lack of work is in order. This applies to affected overtime exempt as well as
26 hourly employees.
27
28

1 Employees who previously request and have been approved for time off (e.g., vacation, sick
2 leave, compensatory time off, executive leave, leaves of absence) will have hours deducted from their
3 accruals as approved.

4 Employees designated as first responders and mission critical employees who are unable to
5 report to work will have their time charged to vacation, comp-time (hourly), Executive Leave
6 (salaried) or leave without pay unless the agency director determines that regular pay is warranted
7 and waives the charging of the time missed.
8

9 2. Where a department or division director or agency administrator closes
10 operations in their agency during the workday or orders employees to leave the premises because of
11 safety concerns, employees (regular, provisional, probationary and term limited temporary) scheduled
12 to work will be paid for the normally scheduled work day.

13 3. Continued closure of a facility outside the downtown core beyond the first
14 day (or partial day) as described above must be approved by the Executive; otherwise, the facility
15 will be deemed open.
16

17 **B. Pay for employees where facilities remain open for business:**

18 Where a department, office or facility remains open, but conditions prevent an employee from
19 reporting to work:
20

- 21 1. The employee will notify their supervisor as soon as possible.
- 22 2. The employee may request, and the supervisor may approve, the use of
23 compensatory time, executive leave, vacation time, or leave without pay to cover absences resulting
24 from a county emergency, critical incident, or inclement weather. Sick leave may not be used in such
25 instances except where appropriate under sick leave provisions of the King County Code, Personnel
26 Guidelines and this collective bargaining agreement.
27
28

ARTICLE 13: HOURS OF WORK AND OVERTIME

1
2 **13.1 Standard Five-Eight (5-8) Workweek Schedule:** For FLSA non-exempt employees, the
3 standard workweek will consist of five (5) consecutive workdays not to exceed eight (8) hours each
4 exclusive of the meal period and not to exceed forty (40) hours per week and shall normally be
5 scheduled Monday through Friday. However, the establishment of work schedules is vested solely
6 within the purview of the County and may be changed from time to time with two (2) weeks' notice
7 to the employee.
8

9 **13.2 Overtime Payment:** Employees covered by this bargaining unit who are FLSA-exempt
10 are expected to work the hours necessary to satisfactorily perform their jobs. These employees are
11 not eligible for overtime payments.

12 **A.** FLSA non-exempt employees shall be paid at an overtime rate of one and one half
13 times their regular rate of pay for all hours worked in excess of their regularly scheduled work day or
14 work week. Unworked hours in a paid status (e.g., vacation, sick leave) shall be counted toward the
15 overtime eligibility threshold.
16

17 **B.** All overtime shall be authorized in advance by the division manager/designee in
18 writing, except in emergencies.

19 **13.3 Alternative Work Schedules:** A full-time employee may request, a four (4) day, forty
20 (40) hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative
21 schedule in order to support the County Commute Trip Reduction program. Employees will submit
22 written requests for alternative work schedule approval to the Section Manager/designee. Requests
23 will be evaluated and approved or denied relative to the business needs of the organization, and must
24 be reviewed at least annually. In administering any such alternative work schedule, the following
25 working conditions shall prevail:
26
27

28 **A.** Employee participation shall be on a voluntary basis unless the Section Manager

1 determines that an alternative schedule is essential to the business needs of the organization. The
2 establishment of and approval for alternative work schedules is vested solely within the purview of
3 the County and may be changed from time to time. Such changes will normally require at least two
4 (2) weeks' notice to the employee.

5 **B.** If a holiday designated pursuant to Section 7.1 falls on a Saturday or on a Friday
6 that is the normal day off, then the holiday will be taken on the last normal workday before the
7 holiday. If a designated holiday falls on a Monday that is the normal day off or on a Sunday, then the
8 holiday will be taken on the next normal workday after the holiday. This schedule will be followed
9 unless the employee and their supervisor determine that some other day will be taken for the holiday;
10 provided, however, that in such case the holiday time must be used no later than the end of the
11 following pay period.
12

13 **C.** If multiple employees in a work group desire an alternative work schedule with the
14 same days off, the County may, upon written notice to TEA, subject requests for alternative
15 schedules to a bidding process, with priority given to employees in order of decreasing seniority.
16

17 **D.** Employees who currently work on an alternative work schedule shall be permitted
18 to retain that work schedule, subject to the management approval requirements in Section A.
19

20 **13.4 Compensatory Time:** An overtime eligible employee may request, and with approval of
21 the manager/designee, may receive compensatory time off in lieu of overtime pay. Such time shall
22 be earned at the rate of one and one-half (1.5X) hours for each hour worked.

23 **13.5 Emergency Call Back:**

24 An FLSA non-exempt employee covered by this Agreement who is called to duty after
25 completion of their regular shift or work week shall be granted a minimum of four (4) hours pay at
26 the applicable overtime rates.
27

28 An Emergency Call Back shall be defined as a circumstance where an employee has left the

1 work premises at the completion of their regular work shift and is required to report to duty prior to
2 the start of their next regularly scheduled work shift. An employee who is called back to report to
3 work before the commencement of their regular work shift shall be compensated in accordance with
4 the Emergency Call Back provisions of this Collective Bargaining Agreement.

5 **13.6 Telecommuting:** TEA and the County mutually recognize the importance of regularly
6 reporting to the assigned work site for the purposes of accomplishing work, however, consistent with
7 past practice, an employee may occasionally request, and a supervisor may occasionally approve, an
8 alternative telecommuting work schedule for a limited period of time for the purpose of
9 accommodating and balancing the individual needs of an employee and the business needs of the
10 organization. Additionally, employees are covered by the Department of Human Resources
11 Telecommuting Policy, and any amendments thereto.

12 **13.7 Home Free Guarantee:** The County will operate a program to provide employees with
13 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,
14 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated
15 overtime that day which requires the employee to leave work at other than the employee's regularly
16 scheduled quit time. Determination of what constitutes a qualified emergency will be made at each
17 worksite by the employee designated by the County. Employees can exercise their home free
18 guarantee a maximum of eight (8) times per calendar year.

19 **ARTICLE 14: REDUCTION IN FORCE**

20 **14.1 Order of layoff:** In the event of a reduction in force due to lack of work, lack of funds
21 or considerations of efficiency, the order of layoff will be determined by classification on the basis of
22 seniority. Where two or more regular employees within a classification are of equal seniority,
23 bargaining unit seniority shall determine the order of layoff between those employees. If the
24 employees are still tied after consideration of bargaining unit seniority, total County service shall
25

1 break the tie. If the employees are still tied, the County shall break the tie by considering merit.

2 **14.2 Seniority Calculation:** Seniority shall be the total time spent in a particular
3 classification. Part-time employees shall receive full credit. For instance, a 3/4 time employee who
4 works for one year in a classification shall have one (1) full year seniority in that position. If an
5 employee is bumped to a lower-level classification in a classification series, the employee's seniority
6 shall be all of the time spent in the lower-level classification combined with any time spent in higher
7 level classifications in the same class series.
8

9 **14.3 Classification Series:** The classification series shall be as follows:

- 10 1. Transit Engineers
- 11 2. Transit Designers
- 12 3. Transit Construction Management
- 13 4. Transit Project Control Engineer
- 14 5. Project/Program Manager
- 15 6. Administrative Specialist
- 16 7. Administrator
- 17 8. Business and Finance Officer
- 18 9. Real Property Agent
- 19 10. Transit Environmental Planner
- 20 11. Database Administrator

21
22 If additional classifications are added to the bargaining unit, the parties will negotiate the
23 impact on this list of classification series.

24 **14.4** Employees may only bump into lower-level classifications within the same
25 classification series or into another classification in the bargaining unit in which they obtained regular
26 status.
27
28

1 **14.5 Example:**

- 2 1. Employer decides to layoff an Engineer III.
- 3 2. There are 3 Engineer IIIs. One with 2 years as an Engineer III, one with 4 years,
- 4 one with 6 years.
- 5 3. The Engineer III with 2 years will be laid off.
- 6 4. The laid off Engineer III may try to bump into a lower classification in the series or
- 7 into another classification in the bargaining unit in which they obtained regular status. If the
- 8 Engineer III had 2 prior years as an Engineer II, the Engineer III has 4 years for purpose of bumping
- 9 into the Engineer II classification.

10 **14.6 Qualifications:** No employee may bump another employee in a classification unless the

11 bumping employee meets the essential qualifications for the classification and the specific

12 qualifications for the position to which they intend to bump.

13 **14.7 Re-call Rights:** A regular employee who is laid off will have recall rights to their

14 previous position for two (2) years from the date of layoff. An employee retains their recall rights if

15 they accept a lesser position with the County. An employee who is laid off shall forfeit their recall

16 rights if they refuse a recall.

17 **14.8 Notice of Recall:** A regular employee will have ten (10) days from the date the notice

18 of recall is sent by certified mail in which to notify the County of whether they will accept the

19 position. The County will consider the employee's failure to notify the County within ten (10) days a

20 refusal; however, if the County determines that there are warranting circumstances, it may accept a

21 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep

22 the County informed of their current address.

23 **14.9 Reinstatement:** A regular employee recalled within two (2) years from the time of

24 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of

25 layoff, and vacation leave accrual rate restored.

26 **ARTICLE 15: NON-DISCRIMINATION**

27 The County shall not unlawfully discriminate against any employee with respect to

28 compensation, terms, conditions or privileges of employment because of race, color, creed, religion,

1 national origin, age, sex, sexual orientation, TEA activities, marital status, physical, mental or
2 sensory disability.

3 The County and the Association shall not unlawfully discriminate against any individual
4 employee with respect to compensation, terms, conditions or privileges of employment by reason of
5 sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or
6 expression, age except by minimum age and retirement provisions, status as a family caregiver,
7 military status or status as a veteran who was honorably discharged or who was discharged solely as a
8 result of the person's sexual orientation or gender identity or expression.

9 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

10 **16.1 No Work Stoppages:** The County and the Association agree that the public interest
11 requires efficient and uninterrupted performance of County services and to this end pledge their best
12 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association
13 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
14 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with
15 County functions by employees under this Agreement and, should same occur, the Association agrees
16 to take appropriate steps to end such interference. Any concerted action by employees shall be
17 deemed a work stoppage if any of the above activities occurs.

18 **16.2 Association's Responsibilities:** Upon notification in writing by the County to the
19 Association that any of its bargaining unit members are engaged in work stoppage, the Association
20 shall immediately, in writing, order such members to immediately cease engaging in such work
21 stoppage and provide the County with a copy of such order. In addition, if requested by the County,
22 a responsible official of the Association shall publicly order such employees to cease engaging in
23 such a work stoppage.

24 **ARTICLE 17: MEDICAL, DENTAL AND LIFE PLAN**

25 The County will provide medical, dental and life insurance plans for all benefits-eligible
26 employees in accordance with Addendum B of this Agreement.

27 **ARTICLE 18: SAVINGS CLAUSE**

28 Should any part hereof or any provision in this Agreement be rendered or declared invalid by

1 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
2 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
3 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet
4 within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts
5 or provisions of this Agreement shall remain in full force and effect.

6 **ARTICLE 19: WAGE RATES**

7 **19.1** Wage rates under this Agreement are set forth in Addendum A of this agreement.

8 **19.2** General Wage Increases shall be ninety-five percent (95%) of the Seattle CPI-U
9 June/June with a two percent (2%) floor and a six percent (6%) ceiling as follows:

10 A. Effective January 1, 2019, employees shall be eligible to receive a 2.41 percent
11 wage increase.

12 B. Effective January 1, 2020, employees shall be eligible to receive a 2.00 percent
13 wage increase.

14 C. Effective January 1, 2021, employees shall be eligible to receive a 4.75 percent
15 wage increase.

16 D. Effective January 1, 2022, employees shall be eligible to receive a 6.00 percent
17 wage increase.

18 E. Effective January 1, 2023, employees shall be eligible to receive a 5.02 percent
19 wage increase.

20 F. Effective January 1, 2024, employees shall be eligible to receive a percentage-
21 based wage increase equal to ninety-five percent (95%) of the Seattle CPI-U June/June with a two
22 percent (2%) floor and a six percent (6%) ceiling.

23 **19.3 Step Increase and Merit Pay:** Upon satisfactory completion of a six (6) month
24 probationary period, regular employees shall be advanced to Step 2, if the rate currently held is
25 Step 1. A one-step increase for completion of probation for regular employees at Step 2 or above is
26 permissive, and may be given at the discretion of the appointing authority.

27 Every employee who received at least a satisfactory year-end evaluation and who is not at the
28 top of their schedule will advance one step on January 1 of the following year. An employee at the

1 top of their schedule shall be eligible for merit increases according to the existing practice.

2 **19.4 Licensing and Stamping:** Employees who hold Professional Engineering licenses or
3 American Institute of Architecture licenses shall be eligible for the following monthly premiums:

4 1. \$50 for employees who have PE or AIA licenses.

5 2. An additional \$50 for employees who have PE or AIA licenses and whose
6 positions require the stamping of engineering or architectural plans.

7 **ARTICLE 20: EMPLOYEE RIGHTS**

8 **20.1 Review of Personnel Files:**

9 The only personnel files will be the Department personnel file and the Section personnel file.
10 Additionally, supervisors may keep a “working file” which may be used for the purpose of
11 developing an annual evaluation. Such materials will be purged from this working file when the
12 evaluation is finalized. Notes taken for such purpose may be added to the personnel file.

13 A copy of material placed into an employee’s personnel file(s) shall be provided to the
14 employee at the time of its placement in the file.

15 Upon request, an Employee can schedule an appointment to review their personnel files. An
16 Employee may authorize their Association representative to obtain a copy of their personnel files.
17 An Employee may also review and copy, upon request, any files to which they have a legal right to
18 access. Employees who challenge material included in their personnel files are permitted to insert
19 material relating to the challenge.

20 **20.2 Association Representation:** An Employee, at their request has the right to Association
21 representation at any meeting which they reasonably believe may lead to disciplinary action against
22 the Employee. If the employee requests TEA representation in such a matter, the Employee will be
23 provided reasonable time to arrange for TEA representation. The parties acknowledge that in certain
24 instances a reasonable time may be as little as that same day.

25 **20.3 Release Time and Facilities Access:**

26 **A. Workplace Access:** An employee authorized by TEA to serve as its representative
27 may visit the work location of other employees at reasonable times for purpose of administering the
28 terms of this Agreement. TEA shall regularly submit a list of its designated representatives to the

1 County. If the TEA representative is making a worksite visit during their regular work hours, they
2 will obtain agreement from their supervisor. Before visiting the work location, the TEA
3 representative must contact the supervisor or manager of that location to ensure that the worksite visit
4 will not unduly interfere with normal operations at the worksite.

5 **B. Release Time:** When it is necessary during a TEA representative's work hours for
6 that TEA representative to participate in County meetings (i.e., investigatory interviews, Labor-
7 management meetings, negotiations, or grievance hearings) the TEA representative shall be on paid
8 time. In no instance shall the release of the TEA representative for this purpose interfere with County
9 operations. Release time shall be permitted for contract negotiations for a total of three (3)
10 employees unless the parties agree to permit more. Other representation activities (i.e., preparation
11 for collective bargaining, preparation for grievance hearings or arbitrations, advice on completing
12 forms or reports requested by the County, etc.) by TEA representatives must be conducted outside of
13 regular work hours.

14 **C. Bulletin Boards:** The County will permit the Association to post or distribute, in
15 the Employees' work locations announcement of meetings, elections of officers, and other
16 Association materials, provide there is sufficient space beyond what is required by the County for
17 normal operations. Only recognized officers, stewards and authorized representatives of the TEA
18 will be entitled to post TEA materials.

19 **D. Email, photocopies, and faxes:** The County recognizes that certain minimal use
20 by the Association of County equipment and facilities is consistent with County business needs.
21 Employees who are designated by TEA as representatives may make limited use of County
22 telephones, fax machines, copiers, and similar equipment for the use of contract administration. Use
23 of phones or fax machines shall not be for long distance calls. In addition, such employee
24 representatives may use the County electronic mail system for communications relating to contract
25 administration. Any use of county equipment or facilities must be use which is brief in duration and
26 accumulation, and which does not interfere with or impair the conduct of official County business.
27 The contours of this right are meant to parallel the County policy as regards the use of county
28 telephones for personal calls. The Association understands that any communication sent on County

1 equipment may be monitored by the County to the extent permitted by law. Any communication
2 must adhere to any and all County policies relating to proper communication in the workplace.

3 **ARTICLE 21: CONTRACTING OUT**

4 **21.1** The County agrees not to contract out the work typically performed by TEA members to
5 outside employers if such contracting out would result in a reduction in force of Association
6 employees in regular full-time positions.

7 **21.2** The County agrees not to utilize the services of a consulting firm for the purpose of
8 providing consultants to perform work traditionally and historically conducted by TEA bargaining
9 unit members, unless the consultants' work is limited to specific project-specific or work order
10 contracts, or used to augment the workforce on a short-term, temporary basis. This provision does
11 not preclude the County from hiring contract workers or consultants to augment work performed by
12 the bargaining unit in a manner that is consistent with the past practice of Design & Construction.

13 **21.3** The County agrees that it will not utilize individuals employed by consulting firms in
14 situations where the individuals are placed under the principal supervision of a County employee who
15 has authority to direct and assign their work.

16 **21.4** The County agrees that work performed by consultants will be limited to providing the
17 specific work product or service set forth within the terms of the consultant contracts.

18 **21.5** If, in order to adhere to County policies and procedures or state, local, and federal grant
19 conditions for a specific project, the County is required to contract all or part of the work to be
20 performed due to the limitations imposed by the funding agreement, such contracting, which shall be
21 limited as to what is required in each agreement, shall not be considered a violation of this Article;
22 provided that such contracting complies with Article 19.1.

23 **ARTICLE 22: BUS PASSES**

24 **22.1** Eligible employees and retirees will receive the transportation benefits provided in King
25 County Code. The County will provide employees who retire with bus passes at no cost in
26 accordance with current practice and County ordinance.

27 **22.2** For purposes of this section, "eligible retiree" means an employee eligible for leave and
28 insured benefits under this chapter who (1) separates from employment with the County while

1 holding a position determined by the director of the Department of Transportation to be dedicated
2 exclusively to the public transportation function, and (2) on the date of said separation is eligible to
3 receive benefits from a retirement system established pursuant to state law.

4 **22.3 Automobile Reimbursement:** No employee shall be required as a condition of
5 employment to provide a personal automobile for use on County business. Any use of a personal
6 automobile for County business shall be mutually agreed to by the County and the employee and
7 shall be reimbursed at the rate established by the Internal Revenue Service.

8 **ARTICLE 23: WORK-OUT-OF-CLASSIFICATION**

9 **23.1 General:** Employees are to be properly paid for their assigned body of work, except in
10 the case of incidental assignment as described below. No employee may assume the duties of a
11 higher paid position without formal assignment, except in a bona fide emergency. Employees are not
12 entitled to classification changes or compensation for work that is not assigned.

13 **23.2 Incidental Assignment:** Nothing in this article shall limit management from assigning
14 an employee incidental work outside of the employee's current classification; such incidental work
15 assignment shall not constitute the basis for an out-of-class assignment.

16 **23.3 Special Duty Assignment:** Employees may be assigned work out of their regular
17 classification on a temporary basis by Special Duty Assignment. Restrictions on the length of the
18 assignment are governed by County policy and the Personnel Guidelines. If this assigned work is to
19 a lower classification, the employee will receive their normal rate of pay. Compensation for such
20 special duty assignment shall begin on the day identified in the written assignment.

21 **23.4 Pay on Special Duty:**

22 **A.** Pay for a special duty assignment shall be to the bottom of the pay range of the
23 existing higher-level job classification or to a pay step in the existing higher classification that
24 provides the step equivalent of approximately 5 percent increase over the employee's current rate of
25 pay, whichever is greater.

26 **B.** Special duty compensation may not exceed the top step of the new range unless the
27 employee was receiving above top of range merit pay. In those instances, the pay may exceed the
28 maximum of the new pay range by no more than five percent and shall continue only as long as the

1 merit pay would have remained in effect.

2 C. When the special duty assignment is completed, the employee's pay shall revert to
3 the pay rate the employee would have received if the employee had not been assigned to special duty.

4 D. Special duty pay shall not be considered part of an employee's base pay rate for
5 purposes of placement within a pay range as a result of promotion or reclassification.

6 **23.5 Accretion and other work-out-of-classification:** Incidental assignments can have the
7 cumulative effect of creating out-of-classification work by accretion when assigned work out of the
8 employee's current classification becomes the preponderance of the work performed by the
9 employee. Reorganization, changes in job content or council actions may likewise cause the duties of
10 a position to change, or a position may be otherwise incorrectly classified. Under these
11 circumstances, employees may request the Human Resources Director (or designee) to review their
12 job duties to determine if the duties and responsibilities performed by the employee are more
13 accurately described in another, more appropriate, job classification.
14
15

16 **A. County Classification Review Procedure:** Employees will submit their request
17 for reclassification by completing a Position Description Questionnaire (PDQ) and forwarding it to
18 the applicable Human Resources Service Delivery Manager (SDM), who will forward it to the
19 supervisor for review and comment. After the supervisor has reviewed and commented upon the
20 PDQ, the PDQ will be returned to the employee for review and comment, and then submitted to the
21 section manager and the division director before being returned to the applicable SDM for
22 finalization. Once the PDQ has been finalized, it will be delivered to King County Human Resources
23 Division for a classification analyst to review the request according to their policies and procedures
24 and notify the employee of their findings when the review is completed.
25

26 **B. Effective Date:** The effective date of reclassification under this article will be the
27 date the employee submits the PDQ to applicable SDM after review and comment by the supervisor,
28

1 or 30 days from the initial submission of a fully completed PDQ to applicable SDM, whichever is
2 less (incomplete PDQ's will not be considered as received if the applicable HR analyst returns the
3 PDQ to the employee for further completion).

4 **C. Classification and Compensation:** Classification and compensation shall be in
5 accordance with this Agreement. If a reclassification results in assignment to a higher paid
6 classification, then the employee shall receive at least the bottom of the new pay range or the step
7 equivalent of approximately 5 percent above the employee's current rate of pay, whichever is highest.
8

9 **D. Appeal:** The County and the Association agree that disputes relating to the
10 classification of a position will be submitted to the Division Director/designee of Human Resources
11 Department for reconsideration. If the Association disagrees with the Division Director's/designee's
12 decision it may, within thirty (30) days, submit the issue to a neutral third party. The neutral party
13 will be selected in accordance with the grievance procedure in this Agreement. The decision of the
14 neutral party shall be binding upon all parties. The classification issue (other than jurisdictional and
15 pay-related) shall be presented to the neutral party and will not be subject to the King County
16 Personnel Board or binding arbitration.
17

18 **ARTICLE 24: SAFETY AND STANDARDS**

19 The County and its employees value a safe working environment and recognize their mutual
20 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance
21 with applicable state and federal laws and regulations. The County may create and enforce safety
22 standards above those required by law, provided that nothing in this Article waives TEA's rights to
23 collectively bargain. The County shall supply and maintain safety-related items and equipment as
24 required by law or Department or Division policy or directive.
25
26
27
28

ARTICLE 25: PROMOTIONS

1
2 The County and the Association agree to develop and maintain a promotional system that will
3 allow employees to be promoted to job classifications in the bargaining unit depending on their
4 demonstrated skills, knowledge, and the availability of higher-level work and funding. The benefits
5 to the employees and the organization include the following:

- 6 ● Increases efficiency and effectiveness by retaining trained and qualified employees
- 7
- 8 ● Promotes a productive, high quality work environment
- 9
- Provides employees with career growth opportunities within the Capital Division
- 10
- Enhances employee morale

11 The County and the Association have the following shared interests for filling vacancies of
12 positions represented by the Association:

- 13 ● Hiring the most qualified candidate to fill the position
- 14
- 15 ● A quick and fair process
- 16
- Promoting from within

17 Management will determine staffing requirements based on an analysis of the business needs.
18 When new staffing positions are created or vacant positions are to be filled, it will be advertised to
19 the bargaining unit members. Members shall complete and submit all requested application materials
20 by the required application deadline.
21

22 Vacancies may be advertised simultaneously to the Association and outside the Association in
23 the interest of efficiency. Application materials will be reviewed to identify those bargaining unit
24 candidates who meet the minimum qualifications of the positions based on the “qualifications” and
25 “special necessary requirements” listed on the job bulletin. The highly qualified candidates are those
26 who meet the “highly desirable” and/or “desirable” qualifications listed on the job bulletin. If there
27 are at least three (3) highly qualified internal applicants, management will interview a minimum of
28

1 three (3) highly qualified candidates before considering outside candidates. One of these highly
2 qualified candidates will be selected for the job. If there are fewer than three (3) highly qualified
3 Association candidates, management may also consider the outside candidates. The most qualified
4 candidate will be selected. Management’s decision on who is the most qualified applicant is solely
5 within its discretion and is not grievable under this Agreement.

6 **ARTICLE 26: DURATION**

7
8 This Agreement and each of its provisions shall be in full force and effect, applied
9 retroactively, following full and final ratification by each of the parties, unless a different effective
10 date is specified for the provision. This Agreement covers the period of January 1, 2019, through
11 December 31, 2024.

12 Either party may initiate negotiations upon written notice to the other within one hundred
13 eighty (180) days of the expiration of this Agreement or at a mutually agreed time.

14
15 APPROVED this _____ day of _____, 2023.

16
17
18
19 By: _____

20 King County Executive

21 Technical Employees’ Association:

22 DocuSigned by:
23 *Alton Gaskill*
24 D5E0925ECD8E4CF
25 _____
26 Alton Gaskill, President
27
28

2023 Wage Table

ATTACHMENT A

Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Office Assistant	23.6957	24.8467	25.4430	26.0536	26.6789	27.3192	27.9749	28.6463	29.3338	30.0378
Administrative Specialist I	26.0498	27.3152	27.9708	28.6421	29.3295	30.0334	30.7542	31.4923	32.2481	33.0221
Administrative Specialist II	28.6248	30.0153	30.7357	31.4734	32.2288	33.0023	33.7944	34.6055	35.4360	36.2865
Administrative Specialist III	31.4885	33.0181	33.8105	34.6220	35.4529	36.3038	37.1751	38.0673	38.9809	39.9164
Business and Finance Officer I	35.1976	36.9074	37.7932	38.7002	39.6290	40.5801	41.5540	42.5513	43.5725	44.6182
Business and Finance Officer II	41.6451	43.6681	44.7161	45.7893	46.8882	48.0135	49.1658	50.3458	51.5541	52.7914
Business and Finance Officer III	46.1516	48.3935	49.5549	50.7442	51.9621	53.2092	54.4862	55.7939	57.1330	58.5042
Business and Finance Officer IV	51.9650	54.4893	55.7970	57.1361	58.5074	59.9116	61.3495	62.8219	64.3296	65.8735
Database Administrator- Senior	51.9650	54.4893	55.7970	57.1361	58.5074	59.9116	61.3495	62.8219	64.3296	65.8735
Database Administrator-Journey	43.8551	45.9854	47.0890	48.2191	49.3764	50.5614	51.7749	53.0175	54.2899	55.5929
Project/Program Manager I	41.8660	43.8997	44.9533	46.0322	47.1370	48.2683	49.4267	50.6129	51.8276	53.0715
Project/Program Manager II	47.1029	49.3910	50.5764	51.7902	53.0332	54.3060	55.6093	56.9439	58.3106	59.7101
Project/Program Manager III	53.0411	55.6176	56.9524	58.3193	59.7190	61.1523	62.6200	64.1229	65.6619	67.2378
Project/Program Manager IV	59.7099	62.6104	64.1131	65.6518	67.2274	68.8409	70.4931	72.1849	73.9173	75.6913
Real Property Agent I	33.4583	35.0836	35.9256	36.7878	37.6707	38.5748	39.5006	40.4486	41.4194	42.4135
Real Property Agent II	43.8551	45.9854	47.0890	48.2191	49.3764	50.5614	51.7749	53.0175	54.2899	55.5929
Real Property Agent III	48.5058	50.8620	52.0827	53.3327	54.6127	55.9234	57.2656	58.6400	60.0474	61.4885
Real Property Agent IV	54.6268	57.2804	58.6551	60.0628	61.5043	62.9804	64.4919	66.0397	67.6247	69.2477
Special Project Manager I	57.4999	60.2930	61.7400	63.2218	64.7391	66.2928	67.8838	69.5130	71.1813	72.8896
Special Project Manager II	60.2961	63.2250	64.7424	66.2962	67.8873	69.5166	71.1850	72.8934	74.6428	76.4342
Transit Construction Management I	33.4583	35.0836	35.9256	36.7878	37.6707	38.5748	39.5006	40.4486	41.4194	42.4135
Transit Construction Management II	39.6078	41.5318	42.5286	43.5493	44.5945	45.6648	46.7608	47.8831	49.0323	50.2091
Transit Construction Management III	46.1516	48.3935	49.5549	50.7442	51.9621	53.2092	54.4862	55.7939	57.1330	58.5042
Transit Construction Management IV	54.6268	57.2804	58.6551	60.0628	61.5043	62.9804	64.4919	66.0397	67.6247	69.2477
Transit Construction Management V	60.4402	63.3761	64.8971	66.4546	68.0495	69.6827	71.3551	73.0676	74.8212	76.6169
Transit Construction Management VI	63.6111	66.7011	68.3019	69.9411	71.6197	73.3386	75.0987	76.9011	78.7467	80.6366

2023 Wage Table

ATTACHMENT A

Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Transit Designer I	27.0588	28.3732	29.0542	29.7515	30.4655	31.1967	31.9454	32.7121	33.4972	34.3011
Transit Designer II	31.7961	33.3406	34.1408	34.9602	35.7992	36.6584	37.5382	38.4391	39.3616	40.3063
Transit Designer III	37.0135	38.8115	39.7430	40.6968	41.6735	42.6737	43.6979	44.7467	45.8206	46.9203
Transit Designer IV	39.6078	41.5318	42.5286	43.5493	44.5945	45.6648	46.7608	47.8831	49.0323	50.2091
Transit Designer V	43.8551	45.9854	47.0890	48.2191	49.3764	50.5614	51.7749	53.0175	54.2899	55.5929
Transit Designer VI	51.9650	54.4893	55.7970	57.1361	58.5074	59.9116	61.3495	62.8219	64.3296	65.8735
Transit Engineer I	37.0135	38.8115	39.7430	40.6968	41.6735	42.6737	43.6979	44.7467	45.8206	46.9203
Transit Engineer II	43.8551	45.9854	47.0890	48.2191	49.3764	50.5614	51.7749	53.0175	54.2899	55.5929
Transit Engineer III	51.9650	54.4893	55.7970	57.1361	58.5074	59.9116	61.3495	62.8219	64.3296	65.8735
Transit Engineer IV	57.4999	60.2930	61.7400	63.2218	64.7391	66.2928	67.8838	69.5130	71.1813	72.8896
Transit Engineer V	60.4402	63.3761	64.8971	66.4546	68.0495	69.6827	71.3551	73.0676	74.8212	76.6169
Transit Engineer VI	63.6111	66.7011	68.3019	69.9411	71.6197	73.3386	75.0987	76.9011	78.7467	80.6366
Transit Environmental Planner I	37.0135	38.8115	39.7430	40.6968	41.6735	42.6737	43.6979	44.7467	45.8206	46.9203
Transit Environmental Planner II	43.8551	45.9854	47.0890	48.2191	49.3764	50.5614	51.7749	53.0175	54.2899	55.5929
Transit Environmental Planner III	51.9650	54.4893	55.7970	57.1361	58.5074	59.9116	61.3495	62.8219	64.3296	65.8735
Transit Project Control Engineer I	37.0135	38.8115	39.7430	40.6968	41.6735	42.6737	43.6979	44.7467	45.8206	46.9203
Transit Project Control Engineer II	43.8551	45.9854	47.0890	48.2191	49.3764	50.5614	51.7749	53.0175	54.2899	55.5929
Transit Project Control Engineer III	51.9650	54.4893	55.7970	57.1361	58.5074	59.9116	61.3495	62.8219	64.3296	65.8735
Transit Project Control Engineer IV	57.4999	60.2930	61.7400	63.2218	64.7391	66.2928	67.8838	69.5130	71.1813	72.8896

2024 Wage Table

ATTACHMENT A

Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Office Assistant	24.7360	25.9376	26.5601	27.1975	27.8502	28.5186	29.2030	29.9039	30.6216	31.3565
Administrative Specialist I	27.1935	28.5145	29.1988	29.8996	30.6172	31.3520	32.1044	32.8749	33.6639	34.4718
Administrative Specialist II	29.8818	31.3333	32.0853	32.8553	33.6438	34.4512	35.2780	36.1247	36.9917	37.8795
Administrative Specialist III	32.8709	34.4676	35.2948	36.1419	37.0093	37.8975	38.8070	39.7384	40.6921	41.6687
Business and Finance Officer I	36.7426	38.5274	39.4521	40.3990	41.3686	42.3614	43.3781	44.4192	45.4853	46.5769
Business and Finance Officer II	43.4733	45.5851	46.6791	47.7994	48.9466	50.1213	51.3242	52.5560	53.8173	55.1089
Business and Finance Officer III	48.1778	50.5181	51.7305	52.9720	54.2433	55.5451	56.8782	58.2433	59.6411	61.0725
Business and Finance Officer IV	54.2462	56.8813	58.2465	59.6444	61.0759	62.5417	64.0427	65.5797	67.1536	68.7653
Database Administrator- Senior	54.2462	56.8813	58.2465	59.6444	61.0759	62.5417	64.0427	65.5797	67.1536	68.7653
Database Administrator-Journey	45.7803	48.0041	49.1562	50.3359	51.5440	52.7811	54.0478	55.3449	56.6732	58.0334
Project/Program Manager I	43.7040	45.8270	46.9268	48.0530	49.2063	50.3872	51.5965	52.8348	54.1028	55.4013
Project/Program Manager II	49.1708	51.5593	52.7967	54.0638	55.3613	56.6900	58.0506	59.4438	60.8705	62.3314
Project/Program Manager III	55.3697	58.0593	59.4527	60.8796	62.3407	63.8369	65.3690	66.9379	68.5444	70.1895
Project/Program Manager IV	62.3311	65.3589	66.9275	68.5338	70.1786	71.8629	73.5876	75.3537	77.1622	79.0141
Real Property Agent I	34.9272	36.6238	37.5028	38.4029	39.3246	40.2684	41.2348	42.2244	43.2378	44.2755
Real Property Agent II	45.7803	48.0041	49.1562	50.3359	51.5440	52.7811	54.0478	55.3449	56.6732	58.0334
Real Property Agent III	50.6352	53.0949	54.3692	55.6741	57.0103	58.3785	59.7796	61.2143	62.6834	64.1878
Real Property Agent IV	57.0250	59.7950	61.2301	62.6996	64.2044	65.7453	67.3232	68.9390	70.5935	72.2877
Special Project Manager I	60.0241	62.9398	64.4504	65.9972	67.5811	69.2030	70.8639	72.5646	74.3062	76.0895
Special Project Manager II	62.9431	66.0006	67.5846	69.2066	70.8676	72.5684	74.3100	76.0934	77.9196	79.7897
Transit Construction Management I	34.9272	36.6238	37.5028	38.4029	39.3246	40.2684	41.2348	42.2244	43.2378	44.2755
Transit Construction Management II	41.3468	43.3553	44.3958	45.4613	46.5524	47.6697	48.8138	49.9853	51.1849	52.4133
Transit Construction Management III	48.1778	50.5181	51.7305	52.9720	54.2433	55.5451	56.8782	58.2433	59.6411	61.0725
Transit Construction Management IV	57.0250	59.7950	61.2301	62.6996	64.2044	65.7453	67.3232	68.9390	70.5935	72.2877
Transit Construction Management V	63.0935	66.1583	67.7461	69.3720	71.0369	72.7418	74.4876	76.2753	78.1059	79.9804
Transit Construction Management VI	66.4036	69.6292	71.3003	73.0115	74.7638	76.5581	78.3955	80.2770	82.2036	84.1765
Transit Designer I	28.2467	29.6188	30.3296	31.0575	31.8029	32.5662	33.3478	34.1481	34.9677	35.8069
Transit Designer II	33.1920	34.8043	35.6396	36.4949	37.3708	38.2677	39.1861	40.1266	41.0896	42.0757
Transit Designer III	38.6384	40.5153	41.4877	42.4834	43.5030	44.5471	45.6162	46.7110	47.8321	48.9801
Transit Designer IV	41.3468	43.3553	44.3958	45.4613	46.5524	47.6697	48.8138	49.9853	51.1849	52.4133

2024 Wage Table

ATTACHMENT A

Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Transit Designer V	45.7803	48.0041	49.1562	50.3359	51.5440	52.7811	54.0478	55.3449	56.6732	58.0334
Transit Designer VI	54.2462	56.8813	58.2465	59.6444	61.0759	62.5417	64.0427	65.5797	67.1536	68.7653
Transit Engineer I	38.6384	40.5153	41.4877	42.4834	43.5030	44.5471	45.6162	46.7110	47.8321	48.9801
Transit Engineer II	45.7803	48.0041	49.1562	50.3359	51.5440	52.7811	54.0478	55.3449	56.6732	58.0334
Transit Engineer III	54.2462	56.8813	58.2465	59.6444	61.0759	62.5417	64.0427	65.5797	67.1536	68.7653
Transit Engineer IV	60.0241	62.9398	64.4504	65.9972	67.5811	69.2030	70.8639	72.5646	74.3062	76.0895
Transit Engineer V	63.0935	66.1583	67.7461	69.3720	71.0369	72.7418	74.4876	76.2753	78.1059	79.9804
Transit Engineer VI	66.4036	69.6292	71.3003	73.0115	74.7638	76.5581	78.3955	80.2770	82.2036	84.1765
Transit Environmental Planner I	38.6384	40.5153	41.4877	42.4834	43.5030	44.5471	45.6162	46.7110	47.8321	48.9801
Transit Environmental Planner II	45.7803	48.0041	49.1562	50.3359	51.5440	52.7811	54.0478	55.3449	56.6732	58.0334
Transit Environmental Planner III	54.2462	56.8813	58.2465	59.6444	61.0759	62.5417	64.0427	65.5797	67.1536	68.7653
Transit Project Control Engineer I	38.6384	40.5153	41.4877	42.4834	43.5030	44.5471	45.6162	46.7110	47.8321	48.9801
Transit Project Control Engineer II	45.7803	48.0041	49.1562	50.3359	51.5440	52.7811	54.0478	55.3449	56.6732	58.0334
Transit Project Control Engineer III	54.2462	56.8813	58.2465	59.6444	61.0759	62.5417	64.0427	65.5797	67.1536	68.7653
Transit Project Control Engineer IV	60.0241	62.9398	64.4504	65.9972	67.5811	69.2030	70.8639	72.5646	74.3062	76.0895

ADDENDUM B: MEDICAL BENEFITS

KingCare:	
Annual deductible	\$300/person \$900/family
Coinsurance paid by member	15% in network 35% out of network
Annual out-of-pocket maximum for medical services (total for deductible + coinsurance)	In network: \$1,100/person \$2,500/family Out-of-network: \$1,900/person \$4,100/family Does not apply to prescriptions
Copay for prescription drugs 30-day supply	\$7 generic \$30 preferred brand \$60 non preferred brand
Copay for prescription drugs 90-day supply mail order	\$14 generic \$60 preferred brand \$120 non preferred brand
Annual out-of-pocket maximum for prescription drugs	\$1,500/person \$3,000/family
Emergency Room Co-pay	\$100
Benefit Access Fee	\$90/month
Premium Share	\$40/month employee-only \$75/month for full family

Kaiser Permanente:	
Annual deductible	\$0
Copay paid by member	\$20
Annual out-of-pocket maximum (medical + Prescription drugs)	\$1,000/person \$2,000/family
Copay for prescription drugs 30-day supply (network only)	\$10 generic \$20 preferred brand \$30 non preferred brand
Copay for prescription drugs	\$20 generic \$40 preferred brand

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90-day supply mail order (network only)	\$60 non preferred brand
Benefit Access Fee	\$0/month
Premium Share	\$40/month employee-only \$75/month for full family

Life Insurance:	
Basic Life Insurance	1x Base Annual Salary (maximum of \$200,000)
Supplemental Life Insurance	1-4x Base Annual Salary (maximum of \$400,000)

**Memorandum of Agreement
for the Collective Bargaining Agreement
Technical Employees’ Association – Capital Division, Metro Transit Department,
Staff unit
[427]**

Subject: 2019-2024 Collective Bargaining Agreement Retro Pay Settlement and Employee Wage Table Step Placement

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and Technical Employees’ Association (the Association).

Background:

1. The County and the Association are parties to a Collective Bargaining Agreement (CBA) for the period of January 1, 2019, through December 31, 2024. Negotiations for that CBA concluded in 2023 and will include retroactive wage payments dating back to the effective date of the CBA.

2. The Parties wish to streamline the calculation and payment of the owed retroactive wages by agreeing to settled retroactive wage payments per employee and to place employees onto the newly negotiated wage table. The Parties enter this Agreement to facilitate those agreements.

Agreement:

1. Retroactive wage payments for the period of January 1, 2019, through March 31, 2023, shall be the amount, by employee, in Appendix A to this Agreement, and shall include all employees whose base position was represented by the Association during the retro period. Payment, which may be spread over multiple pay periods, shall be completed no more than two full pay periods after the effective date of the King County Council ordinance that adopts the CBA. The effective date of the ordinance is 10 days after the King County Executive signs the ordinance that adopts the CBA, unless an emergency declaration is made that provides for an earlier effective date.

This retroactive wage settlement includes annual earnings from all earnings pay codes

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Technical Employees Association – Capital Division, Metro Transit Department

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listed in Appendix A multiplied by the Compounded GWI. For example:

Year	2019	2020	2021	2022	2023	Total Retro
GWI	2.41%	2.00%	4.75%	6.00%	5.02%	
Compounded GWI Rate	2.41%	4.46%	9.42%	15.99%	21.81%	
Annual/YTD Earnings	\$10,000	\$10,000	\$10,000	\$10,000	\$2,500	
Retro amount by year with compounded GWI	\$241	\$446	\$942	\$1,599	\$545	\$3,773

2. Retroactive wage payments for the period of April 1, 2023, to the date of prospective implementation of the 2023 wage table shall be paid by the County no more than four pay periods after implementation of the 2023 wage table and shall include all employees whose base position was represented by the Association during the retro period. Retroactive wages for this period shall be the difference between an employee's actual earnings and the amount that would have been earned if the 2023 wage table had been followed. The calculation of retroactive wages for this period cannot be completed until all employees are actively being paid on the 2023 wage table, as that establishes the end date of the retro period.

The prospective implementation date is defined as the first day of the pay period in which employees represented by the Association earn pay pursuant to the 2023 wage table contained in the CBA between the parties.

The parties shall work together to jointly agree on the final amount owed to each employee for this period and to document the same in an MOA that will aid in the accurate and timely payment of owed retroactive wages.

3. All retroactive wage payments are subject to applicable payroll taxes, PERS contributions, and other payroll deductions in effect at the time the retroactive wage payments are made. For purposes of PERS contributions, the retroactive wage payments for each year shall be equally divided over the calendar year, or that part of a calendar year that the employee worked in a PERS-eligible position. For example, if an employee retired at the end of June, their PERS contributions for that year would be equally divided over the months of January – June. If an employee worked for the entire year, their PERS contributions would be equally divided over the months of January – December.

4. Upon prospective implementation of the CBA and retroactively effective to April 1, 2023, Employees at the top step of the wage range for their base position shall be placed at step 10 of the 2023 wage table. Employees who are earning merit over the top (MOT) pay shall have their MOT applied to their 2023 step 10 rate of pay.

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Technical Employees Association – Capital Division, Metro Transit Department

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5. Upon implementation of the CBA and retroactively effective to April 1, 2023, employees below the top step of the wage range for their base position shall have their March 31, 2023, base wage multiplied by 21.8% (the compounded GWI rate for 2019-2023) and then using that result, placed on the closest wage step for their position that does not result in a decrease. In no event shall an employee be placed above step 10 for their position. Employees who are on special duty assignments (SDA) or working out of class (WOC) assignments, shall have their SDA or WOC wage rates recalculated, as needed, to take into account their new 2023 wage rate.

6. This Agreement and Appendix A are intended to be a full and final settlement of the retroactive payments owed to employees under the 2019 – 2024 CBA. Any errors that are \$100.00 or more, per employee, may be grieved by either party within 60 calendar days of the pay day for the retro payment. Any errors less than \$100.00, per employee, are not in error and may not be grieved by either party. The determination of whether the \$100 threshold has been met shall consider all retroactive pay the employee received, inclusive of rounding. The parties agree to present concerns regarding over or underpayment of retroactive pay to one another prior to the filing of any grievance. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the parties using the grievance procedures of the CBA.

7. This one-time Agreement is effective upon ratification of the parties' 2019-2024 CBA. Electronic signatures will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

8. This Agreement expires on December 31, 2024.

For the Technical Employees Association:

DocuSigned by:
Alton Gaskill
D5E0925ECD6E4CF

Alton Gaskill
President

8/29/2023

Date

For King County:

DocuSigned by:
Sasha Alessi
98BD219A728E4E7

Sasha Alessi
Labor Relations Manager
Office of Labor Relations
King County Executive Office

8/29/2023

Date

ID	Gross Earnings by Year					Retro by Year					2023 Wage and Step			
	2019	2020	2021	2022	2023 (Q1)	2019	2020	2021	2022	2023 Q1	2023 Current Wage	2023 Wage after GWI Applied	2023 New Table Range	2023 New Wage incl. Merit
						(+2.41%)	(+2.00%)	(+4.75%)	(+6.00%)	(+5.02%)				
000040060	137,974	109,201	-	-	-	3,325	4,868	-	-	-				
000041479	138,119	138,063	138,121	137,974	42,454	3,329	6,155	13,011	22,055	9,258	66.05	80.45	10	80.45
000041672	127,343	130,107	132,979	135,572	40,582	3,069	5,800	12,527	21,671	8,850	62.83	76.53	10	76.53
000041960	90,024	90,024	90,890	90,457	27,700	2,170	4,013	8,562	14,460	6,041	43.28	52.72	10	52.72
000042397	132,340	131,891	143,650	138,838	42,800	3,189	5,880	13,532	22,194	9,334	66.05	80.45	10	80.45
000043358	125,906	137,874	131,890	131,890	40,582	3,034	6,147	12,424	21,083	8,850	62.83	76.53	10	76.53
000044717	146,379	-	-	-	-	3,528	-	-	-	-				
000045111	141,491	144,981	144,842	150,228	-	3,410	6,464	13,644	24,014	-				
000045703	142,943	144,242	144,381	149,743	-	3,445	6,431	13,601	23,937	-				
000046058	65,618	65,710	65,790	66,496	20,831	1,581	2,929	6,197	10,629	4,543	31.28	38.10	10	38.10
000046867	56,210	-	-	-	-	1,355	-	-	-	-				
000060417	137,681	137,233	128,279	134,905	38,203	3,318	6,118	12,084	21,565	8,331	59.69	72.71	10	72.71
000060540	209,043	215,356	158,186	137,726	51,187	5,038	9,601	14,901	22,016	11,163	59.69	72.71	10	72.71
000060971	99,678	99,678	99,678	99,678	10,137	2,402	4,444	9,390	15,934	2,211				
000061025	131,890	131,890	131,890	135,557	42,174	3,179	5,880	12,424	21,669	9,197	62.83	76.53	10	76.53
000061301	148,784	149,649	140,188	133,473	39,994	3,586	6,672	13,206	21,336	8,722	59.69	72.71	10	72.71
000061362	28,020	-	-	-	-	675	-	-	-	-				
000061363	137,374	133,906	-	-	-	3,311	5,970	-	-	-				
000061683	117,682	116,818	105,673	106,937	32,357	2,836	5,208	9,954	17,094	7,056	50.43	61.43	10	61.43
000062031	85,053	91,720	93,995	94,884	29,210	2,050	4,089	8,854	15,167	6,370	45.64	55.59	10	55.59
000062099	104,897	105,389	107,734	56,672	-	2,528	4,698	10,149	9,059	-				
000062895	62,503	113,355	67,517	5,261	-	1,506	5,054	6,360	841	-				
000062901	75,174	-	-	-	-	1,812	-	-	-	-				
000062971	131,890	132,519	140,630	138,574	42,638	3,179	5,908	13,247	22,151	9,298	66.05	80.45	10	80.45
000067328	123,354	55,872	-	-	-	2,973	2,491	-	-	-				
000070768	41,758	135,714	139,759	142,813	43,846	1,006	6,050	13,165	22,829	9,562	65.25	79.48	10	79.48
000071780	-	5,243	-	-	-	-	234	-	-	-				
000072927	-	79,924	113,857	114,769	35,328	-	3,563	10,725	18,346	7,704	55.20	67.24	10	67.24

ID											2023	2023	2023 New	2023
	2019	2020	2021	2022	2023 (Q1)	2019 (+2.41%)	2020 (+2.00%)	2021 (+4.75%)	2022 (+6.00%)	2023 Q1 (+5.02%)	Current Wage	Wage after GWI Applied	2023 New Table Range	Wage incl. Merit
000072995	56,793	112,297	101,061	-	-	1,369	5,006	9,520	-	-				
000073402	72,640	129,309	131,090	145,604	-	1,751	5,765	12,349	23,275	-				
000073765	124,286	142,646	140,194	142,503	-	2,995	6,359	13,206	22,779	-				
000074234	32,458	46,368	-	-	-	782	2,067	-	-	-				
000074339	-	106,864	107,060	117,772	37,094	-	4,764	10,085	18,826	8,089	57.96	70.60	10	70.60
000074355	98,773	-	-	-	-	2,380	-	-	-	-				
000074603	73,345	112,776	119,636	122,638	38,198	1,768	5,028	11,270	19,604	8,330	59.84	72.88	10	72.89
000074644	-	-	-	53,005	-	-	-	-	8,473	-				
000075697	131,890	135,045	138,645	138,775	42,843	3,179	6,021	13,060	22,183	9,343	66.05	80.45	10	80.45
000080873	124,826	130,650	136,790	133,367	38,681	3,008	5,825	12,886	21,319	8,435	62.83	76.53	10	76.53
000081720	102,626	110,753	112,423	113,724	34,611	2,473	4,938	10,590	18,179	7,548	54.08	65.87	10	65.87
000082798	63,406	73,240	76,799	34,437	-	1,528	3,265	7,234	5,505	-				
000082838	132,434	103,312	82,228	35,819	-	3,192	4,606	7,746	5,726	-				
000085874	36,819	64,923	67,105	68,106	20,973	887	2,894	6,321	10,887	4,574	32.77	39.92	10	39.92
000086256	65,416	137,066	137,374	137,374	42,269	1,577	6,111	12,941	21,959	9,218	66.05	80.45	10	80.45
000090874	108,116	118,111	118,111	114,726	36,342	2,606	5,266	11,126	18,339	7,925	56.78	69.17	10	69.17
000090875	70,415	-	-	-	-	1,697	-	-	-	-				
000091065	47,401	21,562	-	-	-	1,142	961	-	-	-				
000091547	99,678	99,678	72,841	-	-	2,402	4,444	6,862	-	-				
000092250	124,171	126,071	124,161	124,268	38,203	2,993	5,620	11,696	19,864	8,331	59.69	72.71	10	72.71
000093642	91,345	99,454	99,678	99,678	30,670	2,201	4,434	9,390	15,934	6,688	47.92	58.37	10	58.37
000094150	111,492	129,388	129,739	136,543	41,846	2,687	5,768	12,221	21,827	9,126	65.25	79.48	10	79.48
000094468	-	115,008	112,223	131,003	40,481	-	5,127	10,571	20,941	8,828	50.43	61.43	10	61.43
000094941	65,416	141,028	144,242	144,364	5,548	1,577	6,287	13,588	23,077	1,210				
000095362	121,298	124,300	125,603	125,667	40,235	2,923	5,542	11,832	20,088	8,774	62.83	76.53	10	76.53
000095439	101,949	104,449	104,975	111,626	35,564	2,457	4,657	9,889	17,844	7,756	55.69	67.83	10	69.25
000095944	10,804	-	-	-	-	260	-	-	-	-				
000097942	174,797	167,322	166,423	166,065	53,962	4,213	7,460	15,677	26,546	11,768	59.69	72.71	10	72.71
000098619	101,434	108,419	111,365	114,107	35,862	2,445	4,834	10,491	18,240	7,821	55.72	67.87	7	67.88

ID											2023	2023	2023 New	2023
	2019	2020	2021	2022	2023 (Q1)	2019 (+2.41%)	2020 (+2.00%)	2021 (+4.75%)	2022 (+6.00%)	2023 Q1 (+5.02%)	Current Wage	Wage after GWI Applied	2023 New Table Range	Wage incl. Merit
000099164	90,698	81,538	96,376	96,196	31,189	2,186	3,635	9,079	15,377	6,801	48.96	59.63	6	59.91
000099215	109,881	118,076	128,274	130,696	40,256	2,648	5,264	12,083	20,892	8,779	62.90	76.62	10	76.62
000100063	62,148	99,164	102,796	94,345	-	1,498	4,421	9,683	15,081	-				
000100360	43,711	-	-	-	-	1,053	-	-	-	-				
000100383	72,286	87,605	95,481	95,607	30,622	1,742	3,906	8,994	15,283	6,678	48.26	58.79	10	58.37
000100510	-	89,262	104,792	107,343	33,075	-	3,979	9,871	17,159	7,213	51.68	62.95	9	64.33
000100675	61,999	86,346	93,954	95,095	29,279	1,494	3,849	8,850	15,201	6,385	43.57	53.07	10	53.07
000100777	81,695	83,799	85,638	85,738	26,381	1,969	3,736	8,067	13,705	5,753	41.22	50.21	10	50.21
000100792	67,191	61,204	8,145	-	-	1,619	2,729	767	-	-				
000100818	11,264	76,324	78,794	89,460	31,169	271	3,403	7,422	14,300	6,797	48.93	59.60	6	59.91
000100947	137,478	138,992	144,646	145,075	5,548	3,313	6,197	13,626	23,190	1,210				
000101224	75,515	98,303	104,570	20,483	-	1,820	4,383	9,850	3,274	-				
000101237	47,659	94,013	99,046	109,522	34,028	1,149	4,191	9,330	17,507	7,421	53.41	65.06	6	66.29
000101606	112,486	112,486	117,922	72,684	-	2,711	5,015	11,108	11,619	-				
000101608	125,667	131,624	131,891	131,891	40,582	3,029	5,868	12,424	21,083	8,850	62.83	76.53	10	76.53
000101631	62,451	94,860	100,472	103,105	32,421	1,505	4,229	9,464	16,482	7,070	50.88	61.98	8	62.82
000101656	125,667	131,597	103,591	-	-	3,029	5,867	9,758	-	-				
000101720	87,506	94,931	94,931	99,413	30,670	2,109	4,232	8,942	15,891	6,688	47.92	58.37	10	58.37
000101723	125,930	131,282	136,603	98,307	-	3,035	5,853	12,868	15,715	-				
000101765	75,391	79,193	81,248	85,187	26,818	1,817	3,531	7,654	13,617	5,848	42.09	51.27	7	51.77
000101920	883	-	-	-	-	21	-	-	-	-				
000102394	112,777	120,291	127,604	130,648	40,256	2,718	5,363	12,020	20,884	8,779	62.90	76.62	10	76.62
000102999	77,796	89,135	91,426	97,777	32,533	1,875	3,974	8,612	15,630	7,095	50.72	61.78	8	62.82
000103079	28,090	62,384	63,937	82,154	31,169	677	2,781	6,023	13,132	6,797	48.93	59.60	6	59.91
000103094	56,928	63,095	64,666	79,468	25,673	1,372	2,813	6,092	12,703	5,599	40.29	49.08	1	51.97
000103096	62,689	72,368	69,107	72,853	20,296	1,511	3,226	6,510	11,646	4,426				
000103128	81,225	97,329	103,189	105,937	33,291	1,958	4,339	9,720	16,934	7,260	52.26	63.65	9	64.33
000103174	113,933	114,816	114,816	114,816	35,328	2,746	5,119	10,816	18,354	7,704	55.20	67.24	10	67.24
000103317	65,248	93,688	-	-	-	1,572	4,177	-	-	-				

ID											2023	2023	2023 New	2023
	2019	2020	2021	2022	2023 (Q1)	2019 (+2.41%)	2020 (+2.00%)	2021 (+4.75%)	2022 (+6.00%)	2023 Q1 (+5.02%)	Current Wage	Wage after GWI Applied	2023 New Table Range	Wage incl. Merit
000103339	107,528	110,424	112,533	112,486	36,060	2,591	4,923	10,601	17,981	7,864	56.78	69.17	10	69.17
000103353	79,402	86,812	89,201	91,421	28,741	1,914	3,870	8,403	14,614	6,268	45.11	54.95	10	55.59
000103385	115,471	125,531	133,287	131,899	40,910	2,783	5,596	12,556	21,084	8,921	62.90	76.62	10	76.62
000103507	98,750	105,747	113,424	119,264	37,538	2,380	4,714	10,685	19,065	8,186	58.28	71.00	9	71.18
000103623	113,341	99,380	103,239	109,967	37,207	2,732	4,431	9,725	17,578	8,114	47.73	58.14	10	58.50
000103634	91,488	95,092	120,491	126,681	35,168	2,205	4,239	11,350	20,250	7,669	46.91	57.14	10	58.50
000103904	75,796	77,711	81,380	84,641	27,566	1,827	3,465	7,666	13,530	6,011	43.28	52.71	8	53.02
000104161	78,336	91,317	92,144	26,238	-	1,888	4,071	8,680	4,194	-				
000104170	103,887	119,537	132,485	5,194	-	2,504	5,329	12,480	830	-				
000104178	8,120	-	-	-	-	196	-	-	-	-				
000104208	49,678	-	-	-	-	1,197	-	-	-	-				
000104500	91,834	125,667	125,667	131,713	40,695	2,213	5,602	11,838	21,055	8,875	62.83	76.53	10	76.53
000104550	64,874	117,349	123,040	132,357	40,121	1,563	5,232	11,590	21,157	8,749	62.90	76.61	10	76.62
000104552	60,984	91,819	94,097	96,205	29,210	1,470	4,093	8,864	15,379	6,370	45.64	55.59	10	55.59
000104553	60,648	91,819	95,365	100,962	30,670	1,462	4,093	8,983	16,139	6,688	45.64	55.59	10	55.59
000104671	-	-	-	80,970	34,334	-	-	-	12,943	7,487	53.60	65.29	10	65.87
000104816	64,706	117,358	120,350	131,249	39,869	1,559	5,232	11,337	20,980	8,695	62.25	75.82	10	76.62
000104872	51,535	102,157	104,921	111,631	35,866	1,242	4,554	9,883	17,844	7,822	55.72	67.87	7	67.88
000104929	63,388	120,573	127,864	128,088	39,010	1,528	5,375	12,045	20,475	8,507	59.69	72.71	10	72.71
000105012	48,364	105,473	96,804	122,677	37,523	1,166	4,702	9,119	19,610	8,183	58.61	71.39	10	72.89
000105013	39,074	93,004	85,719	90,165	27,700	942	4,146	8,075	14,413	6,041	43.28	52.72	10	52.72
000105183	34,321	80,340	80,122	83,835	27,717	827	3,582	7,547	13,401	6,044	43.44	52.91	8	53.02
000105493	19,258	57,873	59,532	65,514	24,435	464	2,580	5,608	10,473	5,329	29.80	36.29	10	36.29
000105647	35,316	125,667	125,775	126,038	43,806	851	5,602	11,848	20,147	9,553	66.05	80.45	10	80.45
000105741	19,968	27,348	-	-	-	481	1,219	-	-	-				
000105789	22,888	116,453	118,311	118,248	37,862	552	5,192	11,145	18,902	8,257	59.69	72.71	10	72.71
000105838	14,960	71,383	75,826	85,220	25,733	361	3,182	7,143	13,623	5,612	42.99	52.37	8	53.02
000105839	16,559	81,331	84,128	103,463	33,139	399	3,626	7,925	16,539	7,227	52.03	63.37	5	64.74
000105933	11,767	73,680	93,269	99,354	31,288	284	3,285	8,786	15,882	6,823	49.12	59.83	6	61.15

ID											2023	2023	2023 New	2023
	2019	2020	2021	2022	2023 (Q1)	2019 (+2.41%)	2020 (+2.00%)	2021 (+4.75%)	2022 (+6.00%)	2023 Q1 (+5.02%)	Current Wage	Wage after GWI Applied	2023 New Table Range	Wage incl. Merit
000106120	11,719	130,894	102,172	111,742	30,851	282	5,836	9,625	17,862	6,728	48.03	58.50	10	58.50
000106340	-	114,401	118,576	123,051	38,909	-	5,100	11,170	19,670	8,485	59.66	72.67	10	72.89
000106375	-	92,100	104,662	111,975	35,328	-	4,106	9,859	17,899	7,704	55.20	67.24	10	67.24
000106644	-	72,776	93,649	65,655	-	-	3,244	8,822	10,495	-				
000106882	-	75,963	115,921	124,358	39,258	-	3,387	10,920	19,879	8,561	61.62	75.06	10	76.62
000106884	-	36,400	39,768	22	-	-	1,623	3,746	3	-				
000109595	-	-	42,831	118,488	37,384	-	-	4,035	18,940	8,153	58.68	71.48	10	72.89
000109799	-	-	29,530	113,410	35,806	-	-	2,782	18,129	7,808	56.20	68.46	8	69.51
000109847	-	-	30,192	130,857	42,017	-	-	2,844	20,918	9,163	62.90	76.62	10	76.62
000109912	-	-	15,370	-	-	-	-	1,448	-	-				
000110050	-	-	13,500	16,650	-	-	-	1,272	2,662	-				
000110051	-	-	-	52,733	24,766	-	-	-	8,429	5,401	42.71	52.02	8	53.02
000110904	-	-	-	43,279	10,080	-	-	-	6,918	2,198				
000110957	-	-	-	43,493	19,704	-	-	-	6,952	4,297	29.79	36.29	10	36.29
000111185	-	-	-	66,462	33,231	-	-	-	10,624	7,247	51.92	63.25	8	64.12
000111450	-	-	-	59,890	35,994	-	-	-	9,574	7,849	56.21	68.47	8	69.51
000111512	-	-	-	55,640	35,798	-	-	-	8,894	7,807	56.21	68.47	8	69.51
000112156	-	-	-	17,455	20,364	-	-	-	2,790	4,441	32.41	39.48	3	39.74
000112259	-	-	-	18,093	24,199	-	-	-	2,892	5,277	38.64	47.06	3	47.09
000113226	-	-	-	-	1,740	-	-	-	-	379	43.50	52.99	8	53.02

Pay Codes Included in Retro Calculation

Bereavement Leave
Comp Time Taken
Contract Settlement
Covid Paid Leave Correction
Covid Paid Leave Taken
CT Paydown - Converted to OT
Emerg Admin Leave w/Acc
Emerg Pd Sck Lv Act Granted
Emergency Pd Sck Lv Act EE
Executive Leave Earned
Executive Leave Hours Adj.
Executive Leave Pay
FMLA-KCFMLA Emg Adm Lv w/acc
FMLA-KCFMLA Emrg FML Expan Act
FMLA-KCFMLA Executive Leave
FMLA-KCFMLA Sick Leave
FMLA-KCFMLA Vacation
Furlough Unpaid with Accruals
Grievance
Health Benefit Cash Payment
Holiday Bank Earned
Holiday Pay
Jury Duty Pay
Leave without Pay
License Cert 1
License Designation
Overtime @ 1.5 w/Accruals
Overtime Earnings @ 1.5
Pay Adjustment
Personal Hol New Hire Hrs Adj
PremPay-Work Out of Class + 5%
Professional Cert License
Regular Earnings
Regular Earnings Detailed
Retention Bonus
Retro Overtime
Retro Pay
Retro Pre-ABT
Sick Hrs Donated - Emergency
Sick Leave Deceased no-tax
Sick Leave Hours Adjustment
Sick Leave Pay
Sick Leave Pay @ Termination
Sick Leave Taken - Donated
Sick Lev Deceased FICA/Med Tax
Sick Time Donated

Tool & Boot Allowance
Vacation
Vacation Deceased FICA/MED Tax
Vacation Deceased no-tax
Vacation Donation Trust
Vacation Hrs Donated-Emergency
Vacation Leave Hours Adj.
Vacation Pay Termination
Vacation Taken - Donated
Vacation Time Donated
Voluntary Separation Pay
WOC - Straight Time
WOC Premium OT + 5%
WOC Premium Reg + 5%

Pay Codes Excluded

Voluntary Separation Pay
Weight Watchers Benefit
Secure Advantage Benefit

**Memorandum of Agreement
for the Collective Bargaining Agreement
Technical Employees' Association – Capital Division, Metro Transit Department,
Staff unit
[427]**

Subject: Adoption of the 2015-2018 TEA Transit Unit CBA

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the Technical Employees' Association (the Association).

Background:

1. The County and the Association are parties to a Collective Bargaining Agreement (CBA) for the period of January 1, 2019, through December 31, 2024.
2. The parties prior CBA covered the period of January 1, 2015, through December 31, 2018, and was reached as a result of an interest arbitration hearing pursuant to Revised Code of Washington (RCW) 41.56.492 That interest arbitration decision was issued on October 23, 2017, by Arbitrator Axon and was promptly appealed by the Association. The interest arbitration decision remained under appeal until October 21, 2021, when the Association withdrew its appeal.
3. During the pendency of the appeal, the parties did not ratify a 2015 – 2018 CBA. However, under the authority of RCW 41.56. et seq. the County implemented the economic portions (wages and wage-related items) of the arbitration agreement that were not being appealed by the Association.
4. The parties commenced negotiations on the 2019 – 2024 CBA on October 11, 2018, and agreed to a “starting CBA” which the parties used as the document upon which to make proposals that would ultimately be memorialized in the 2019 – 2024 CBA. The 2019 – 2024 CBA will be transmitted to Council for ratification in 2023.
5. The parties now wish to formally recognize and memorialize the “starting CBA” as the CBA that covered the period of January 1, 2015 – December 31, 2018, and do so via this Agreement.

Agreement:

1. The parties hereby acknowledge the attached as the CBA of record between King County and the Technical Employees' Association for the period of January 1, 2015 – December 31, 2018.

2. The parties agree that there are no outstanding items or provisions in that CBA that require implementation by either party.

3. The parties enter this agreement to complete this historical record of CBAs between the parties. The 2015 – 2019 CBA shall have the same force and effect as any other expired CBA between the parties and may be referenced as such.

4. This Agreement shall be attached to the 2019 – 2024 CBA and be effective upon adoption of that CBA by the King County Council.

For the Technical Employees Association:

DocuSigned by:
Alton Gaskill
D5E0925ECD6E4CF

Alton Gaskill
President

8/29/2023

Date

For King County:

DocuSigned by:
Sasha Alessi
9BBD219A728E4E7...

Sasha Alessi
Labor Relations Manager
Office of Labor Relations
King County Executive Office

8/29/2023

Date

ATTACHEMENT TO MOA 427U0223
AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES’ ASSOCIATION
Department of Transportation - Transit Staff
1/1/15 - 12/31/18

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1 such request.

2 **2.3 Exemption:** Nothing contained in 2.2 shall require an employee to join the Association
3 who objects to membership in the Association on the grounds of a bona fide religious objection, in
4 which case the employee shall pay an amount of money equivalent to the regular Association dues
5 and initiation fee to a non-religious charity or to another charitable organization mutually agreed
6 upon by the employee affected and the bargaining representative to which the employee would
7 otherwise pay the dues and initiation fee. The employee shall furnish written proof that such
8 payments have been made. If the employee and the Association are unable to agree on the charity the
9 Public Employment Relations Commission shall designate the charity.

10 **2.4 Dues Deduction:** Upon receipt of written authorization individually signed by an
11 employee, the County shall have deducted from the pay of such employee the amount of dues as
12 certified by the secretary of the Association and shall transmit the same to its treasurer. The
13 Employer shall notify the Association of changes in employment status on a monthly basis.

14 **2.5 Indemnification:** The Association will indemnify, defend and hold the County harmless
15 against any claims made and against any suit instituted against the County on account of any check-
16 off of dues for the Association. The Association agrees to refund to the County any amounts paid to
17 it in error on account of the check-off provisions upon presentation of proper evidence thereof.

18 **2.6 Maintenance of Working Conditions:** The County recognizes its obligation to negotiate
19 wages, hours and working conditions with TEA.

20 **2.7 Application of Personnel Guidelines:** As set forth below, the 2005 King County
21 Personnel Guidelines shall apply to members of this bargaining unit where the Collective Bargaining
22 Agreement is silent or ambiguous. The 2005 Personnel Guidelines (except those identified below to
23 have no application) shall replace any pre-existing practice between the parties, provided that nothing
24 in those Guidelines will be interpreted or applied to circumvent the parties' collective bargaining
25 obligations. However, should any genuine established practice arise subsequent to January 1, 2005
26 and such practice conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a
27 matter on which the Agreement is either silent or ambiguous), then the practice shall govern. Should
28 the Guidelines be invoked to interpret the contract, the arbitrator reserves the right to determine what

1 weight should be given along side those other interpretive factors that an arbitrator might conclude
2 appropriate.

3 Except as expressly noted, definitions in the Personnel Guidelines shall apply to the
4 interpretation of the Personnel Guidelines only.

5 The parties agree that the following provisions of the King County Personnel Guidelines
6 (2005) are preempted by the terms of the parties' Collective Bargaining Agreement:

- 7 Preamble/Disclaimer
- 8 Section 1.3
- 9 Chapter 4
- 10 Chapter 5
- 11 Sections 6.5, 6.6, 6.9, and 6.13 - 6.15
- 12 Chapter 9
- 13 Sections 11.1, 11.2, and 11.4
- 14 Sections 12.4, 12.5
- 15 Sections 14.1-14.6 and 14.9-14.15
- 16 Section 15.3
- 17 Chapter 16
- 18 Chapter 17
- 19 Chapter 18
- 20 Section 19.4
- 21 Chapter 22

22 **ARTICLE 3: RIGHTS OF MANAGEMENT**

23 The management of the County and the direction of the work force are vested exclusively in
24 the County, except as may be limited by the express written terms of this Agreement.

25 **Common Biweekly Payroll System:** The County desires to implement a common biweekly
26 payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The
27 parties agree that applicable provisions of the collective bargaining agreement may be re-opened at
28 any time during the life of this agreement by the County for the purpose of negotiating these

1 standardized pay practices, to the extent required by law.

2 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

3 4.1 The Agreement expressed herein in writing constitutes the entire Agreement between the
4 parties and no express or implied or oral statements shall add to or supersede any of its provisions.

5 4.2 The parties acknowledge that during the negotiations which resulted in this Agreement,
6 each had the unlimited right and opportunity to make demands and proposals with respect to any
7 subject or matter appropriate for collective bargaining, and that the understanding and agreements
8 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
9 Therefore, the County and TEA, for the life of this Agreement, each voluntarily and unqualifiedly
10 waive the right and each agrees that the other shall not be obligated to bargain collectively with
11 respect to any subject or matter.

12 4.3 **Modification:** Should the parties agree to amend or supplement the terms of this
13 Agreement, such amendments or supplements shall be in writing and effective when signed by the
14 parties.

15 **ARTICLE 5: DISCIPLINE AND PROBATION**

16 5.1 **Discipline:** The County may discipline an employee for just cause. Discipline may
17 include, but is not limited to, verbal or written reprimands, delay or withholding of a salary step
18 increase, reduction of pay, demotion, disciplinary transfers, and suspensions without pay and/or
19 discharge of the Employee.

20 Prior to any disciplinary action being taken an investigation will be conducted. The
21 Employee will be advised of the basis of any disciplinary action and given the opportunity to respond
22 prior to the implementation of the discipline. The type and severity of disciplinary action will be
23 consistent with the nature and severity of the behavior that led to the disciplinary action. In
24 determining appropriate disciplinary action, the County will also consider mitigating circumstances,
25 which may include the Employee's work record. Probationary and Term Limited Employees are not
26 subject to the definitions or provisions in this Article.

27 5.2 **Probation:** New Employees, including those new to a position, shall be subject to a six
28 (6) month probationary period. Employees who have been assigned to a position as an acting or TLT

1 shall be provided credit for such time toward this period, at the discretion of the appointing authority.
2 A probationary period may be extended beyond six (6) months, but no more than 12 months, upon
3 agreement of the County, the employee, and the TEA.

4 **5.3 Probationary period upon Promotion:** An employee who does not successfully
5 complete the probationary period in a position to which the employee has been promoted shall be
6 restored to the employee's former position, former salary, and all other benefits to which the
7 employee would have been entitled if the promotion had not occurred if the former position is still
8 vacant (has not been offered and accepted by an applicant), and the position still exists. If the former
9 position is unavailable, the individual will be offered any vacant Transit TEA represented position for
10 which they meet the essential qualifications for the classification and the specific qualifications for
11 the position. If they refuse to accept an offered position in a lower pay range than the position they
12 initially vacated, they will be laid off. If they accept a lower range position, they will have recall
13 rights to the next available position of the range they had at the time of the initial transfer. If they
14 refuse to accept a position of equal range and similar duties (to the position originally vacated) for
15 which they meet the essential qualifications, they will be placed on the recall list for two years.
16 Provided further, there are no reversion rights if the employee is discharged for cause.

17 **ARTICLE 6. GRIEVANCE PROCEDURE**

18 **6.1 Nature of the Procedure:** Any dispute between the County and TEA, or between the
19 County and any employee covered by this Agreement concerning the interpretation, application,
20 claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

21 Every effort will be made to settle grievances at the lowest possible level of supervision.
22 Employees will be unimpeded and free from restraint, coercion, discrimination, or reprisal in seeking
23 adjudication of their grievance.

24 The County will attempt to hold grievance hearings during normal working hours.
25 Employees involved in such grievance hearings during their normal County working hours shall be
26 allowed to do so without suffering a loss in pay, including the grieving employee, any employee
27 involved as a witness and/or any employee representing TEA.

28 Unless otherwise indicated, days in this Article will mean calendar days. Any time limits

1 stipulated in the grievance procedure may be extended by mutual agreement of the parties in writing.
2 If either party fails to respond within the designated time frames, the grieving party may, at its option,
3 continue to demand a response, or pursue the grievance to the next step of the resolution process
4 within the required time limit.

5 **6.2 Grievance Steps:** A grievance in the interest of a majority of the employees in the
6 bargaining unit shall be reduced to writing by TEA and may, at its discretion, be introduced at Step 2
7 of the grievance procedure within twenty-one (21) days of the alleged violation or within twenty-one
8 (21) days of when TEA reasonably should have known of the alleged violation. A grievance filed on
9 behalf of the County will be introduced at Step 3 of the grievance within twenty-one (21) days of
10 when the County should have reasonably known of the alleged violation.

11 A grievance shall be processed in accordance with the following procedure:

12 **Step 1** - A grievance shall be submitted in writing by TEA or the employee, within twenty
13 (21) days of the alleged contract violation or within twenty-one (21) days of when TEA reasonably
14 should have known of the alleged violation to the grieving employee's immediate supervisor. The
15 grievance shall include a description of the incident, the date it occurred and the applicable provision
16 of the collective bargaining agreement. The parties agree to make every effort to settle the grievance
17 at this stage promptly. The immediate supervisor shall answer the grievance in writing to TEA
18 within fourteen (14) days after being notified of the grievance.

19 **Step 2** - If the grievance is not resolved at Step 1, a grievance filed by TEA shall be
20 forwarded to the Division Manager or his/her designee within twenty-one (21) days of the Step 1
21 written response. The grievance shall include a description of the incident, the date it occurred and
22 the applicable provision of the collective bargaining agreement. The Division Manager or his/her
23 designee shall convene a meeting with TEA within fourteen (14) days after receipt of the grievance.
24 The meeting may include the aggrieved employee(s) at their option. The Division Manager or his/her
25 designee shall answer the grievance in writing to TEA within twenty-one (21) days after the meeting.

26 **Step 3** - TEA shall have fourteen (14) days from the issuance of the Step 2 response to
27 advance the grievance to Step 3, otherwise the grievance shall be presumed to be resolved. TEA's
28 request to advance the grievance to Step 3 must be made in writing to the Director of the King

1 County Office of Labor Relations or designee copying the Labor Negotiator. The TEA representative
2 must sign the request to advance a grievance to Step 3.

3 The Director of the King County Office of Labor Relations or designee will schedule a
4 meeting with the TEA staff representative and employee, if desired, within thirty (30) days of the
5 referral to Step 3. The Director or designee shall issue a written decision within fourteen (14)
6 calendar days of the Step 3 meeting.

7 A grievance filed by the County shall be filed with the TEA President. The grievance shall
8 include a description of the incident, the date it occurred and the applicable provision of the collective
9 bargaining agreement.

10 **Step 4** - If the grievance is not resolved at Step 3, either of the signatory parties to this
11 agreement may submit the grievance to binding arbitration. Within thirty (30) days of the Step 3
12 response either party may file a Demand for Arbitration. TEA's demand will be filed with the
13 Director of the Office of Labor Relations or designee. The County's demand will be filed with the
14 TEA President.

15 After the Demand for Arbitration is filed, the County and TEA will meet to select by mutual
16 agreement an arbitrator. If the parties are unable to arrive at an agreement, either party may petition
17 for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC), after
18 which an arbitrator shall be selected by the alternate striking of names, the first strike to be
19 determined by a coin flip.

20 **6.3 Arbitrator's Authority:** In connection with any arbitration proceeding held pursuant to
21 this Agreement, it is understood as follows:

22 1) The arbitrator shall have no power to render a decision that will add to, subtract
23 from, alter, change or modify the terms of this Agreement, and their power shall be limited to the
24 interpretation or application of the express terms of this Agreement, and all other matters shall be
25 excluded from arbitration.

26 2) The decision of the arbitrator shall be final, conclusive and binding upon the
27 County, TEA and the employee involved.

28 3) The cost of the arbitrator shall be borne equally by the County and TEA, and each

1 party shall bear the cost of presenting its own case, including attorneys' fees, regardless of the
2 outcome of the case.

3 4) Unless otherwise agreed to in writing by the parties, the arbitrator's decision shall
4 be made in writing, and shall be issued to the parties within thirty (30) days after the case is
5 submitted to the arbitrator.

6 5) Any arbitrator selected under Step 3 shall function pursuant to the voluntary labor
7 arbitration regulations of the American Arbitration Association, unless otherwise agreed to in writing
8 by the parties.

9 **6.4 Mediation:** At any step in the process by mutual agreement the parties may submit the
10 dispute to mediation. If the mediation is not successful the grievance will be reinstated at the step it
11 was prior to submission to mediation.

12 **ARTICLE 7: HOLIDAYS**

13 **7.1 Celebrated Holidays:**

14 A. All regular, probationary, provisional and term-limited temporary employees shall
15 be granted the following holidays with pay:

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	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	Day Following Thanksgiving
Christmas Day	December 25th

Two (2) Personal Holidays	
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3 **B.** And, any special or limited holidays as declared by the president of the United
4 States or governor and as approved by the State of Washington, and as approved by the Council.
5 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and
6 any holiday falling on a Saturday shall be observed on the preceding Friday. To receive holiday pay,
7 an eligible employee must be in pay status the workday before and the workday after the holiday.
8 However, an employee who has successfully completed at least five (5) years of County service and
9 who retires at the end of a pay period in which the last regularly scheduled working day is observed
10 as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day
11 observed as a holiday. Holiday pay for non-exempt employees shall not exceed eight (8) hours of
12 pay in a work unit that has a standard forty-hour (40-hour) work week schedule.

13 **7.2 Personal Holidays:** Regular, probationary, provisional and term-limited temporary
14 employees shall receive two (2) personal holidays (as shown in 7.1) to be administered through the
15 vacation plan. One Personal Holiday shall be added to the vacation leave bank in the pay period that
16 includes the first day of October and one Personal Holiday shall be added to the vacation bank in the
17 pay period that includes the first day of November. These days may be used in the same manner as
18 any vacation day earned.

19 **7.3 Part-time Scheduled Employees:** Regular, probationary, provisional and part-time term-
20 limited temporary employees who work a part-time schedule receive paid holidays prorated based on
21 their work schedule consistent with 7.1 and 7.2.

22 **7.4 Holiday Compensation:**

23 **A.** Full-time non-exempt employees who are eligible for holiday pay shall receive
24 time and one-half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in 7.1.A.
25 above. This holiday compensation for hours actually worked on a holiday shall be in addition to the
26 eight (8) straight time hours of holiday pay. Employees who work the holiday shall either receive an
27 additional day's pay at their regular, straight-time hourly rate or shall at their option receive a
28 substitute holiday, use of which must be scheduled five (5) days in advance. Substitute holidays not

1 taken off within one (1) year shall be compensated for in cash.

2 **B.** Non-exempt part-time employees who are eligible for holiday pay and are assigned
3 to work on a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual
4 hours worked. In addition to the holiday compensation for actual hours worked, the employees shall
5 receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay
6 shall be pro-rated based on the employees regularly scheduled working hours. Employees will not be
7 compensated for holidays falling on days that they are not regularly scheduled to work.

8 **C.** For those non-exempt employees whose normal shift is longer than eight (8) hours
9 in order to receive their normal salary, shall be provided an option to either work additional hours in
10 the pay period or deduct hours from their annual leave bank.

11 **7.5 Holiday Staffing:** The County may use reduced staffing on holidays consistent with
12 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating
13 through the list of employees by classification and seniority. If there are insufficient volunteers,
14 employees will be selected by the County using a rotation process. Employees may exchange
15 assigned holidays so long as the County incurs no additional costs. Employees proposing the
16 exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the
17 holiday. Any exchange of holiday assignments will obligate both employees to work those days that
18 they have exchanged.

19
20
21
22 **ARTICLE 8: VACATIONS**

23 **8.1 Vacation Leave Accrual Schedule:**

24 Regular, probationary, provisional and term-limited temporary employees shall be eligible for
25 vacation leave benefits as described in the following table except in those instances expressly stated
26 in this Article as an exception:
27
28

Beginning with Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	5	000 thru 060	0.0462 X Basis Hours	12
6	8	061 thru 096	0.0577 X Basis Hours	15
9	10	097 thru 120	0.0616 X Basis Hours	16
11	16	121 thru 192	0.0770 X Basis Hours	20
17	17	193 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1078 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	n/a	301 and beyond	0.1154 X Basis Hours	30

8.2 Part-time Employees: Regular, probationary, provisional and term-limited temporary employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in 8.1; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled work week.

8.3 Vacation Accrual: Employees eligible for vacation leave shall accrue vacation leave from their date of hire in a leave eligible position. Employees who work less than a full-time schedule shall receive a pro-rated leave to reflect his/her normally scheduled workweek.

8.4 Vacation Eligibility: 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

1 completing their first six (6) months of County service, shall forfeit and not be paid for accrued
2 vacation leave. Vacation may not be used until earned.

3 **8.5 Vacation Payout:** Employees shall be paid for accrued vacation leave to their date of
4 separation up to the maximum accrual amount if they have successfully completed their first six (6)
5 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall
6 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of
7 leaving County employment less mandatory withholdings. If an employee leaves prior to successful
8 completion of the six months of County service, they shall forfeit and not be paid for accrued
9 vacation leave.

10 **8.6 Vacation Schedules:** The manager/designee will be responsible for scheduling vacation
11 of employees in such a manner as to achieve the greatest vacation opportunity for the employees
12 while maintaining the efficient functioning of the work unit. No employee shall work for
13 compensation for the County in any capacity during the time that the employee is on vacation.

14 **8.7 Maximum Accrual:** Employees eligible for vacation leave may accrue up to 480 hours
15 vacation prorated to reflect their normally scheduled workday. Employees eligible for vacation leave
16 shall use vacation leave beyond the maximum accrual amount prior to the end of the pay period that
17 includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual
18 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
19 manager/designee has approved a carryover of such vacation leave because of cyclical workloads,
20 work assignments or other reasons as may be in the best interests of the County.

21 **8.8 Payout on Separation due to Death:** In cases of separation from County employment by
22 death of an employee with accrued vacation leave and who has successfully completed his/her first
23 six (6) months of County service in a paid leave eligible position, payment of unused vacation leave
24 up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as
25 provided for by state law, RCW Title 11.

26 **8.9 Vacation rate on Return:** If a regular employee eligible for vacation leave resigns from
27 County employment in good standing or is laid off and subsequently returns to County employment
28 within two (2) years from such resignation or layoff, as applicable, the employee's prior County

1 service shall be counted in determining the vacation leave accrual rate under 8.1.

2 **8.10 Partial Payments:** Employees who are FLSA overtime eligible may use vacation leave
3 in whole hours and fractions of an hour up to two decimal places. FLSA-exempt employees may use
4 vacation in increments of not less than one (1) day.

5 **8.11 Limited use on Probation:** During the first six (6) months of County service,
6 employees eligible to accrue vacation leave may not use any accrued days of vacation leave. If an
7 employee does not work a full six (6) months, any vacation leave used for sick leave must be
8 reimbursed to the County upon termination. This paragraph does not apply to employees using
9 accrued vacation leave for a qualifying event under the Washington Family Care Act or as otherwise
10 required by law.

11 Employees who are in a probationary period as a result of promotion shall be entitled to use
12 vacation time accrued in their prior position while they are in a probationary status in their new
13 position subject to the approval of the manager/designee.

14 **8.12 Vacation Donation:** Any regular full-time or regular part-time employee may donate to
15 any other regular employee a portion of his or her accrued vacation for the purpose of supplementing
16 the sick or family leave benefits of the receiving employee. Donated vacation shall be converted to a
17 dollar value based upon the donor's straight-time rate of pay. Vacation donations are strictly
18 voluntary. Employees are prohibited from offering or receiving monetary or other compensation in
19 exchange for donating vacation hours.

20 **1. Approval Required:** An employee eligible for paid leave may donate a portion of his/her
21 accrued vacation leave to another employee eligible for leave benefits. Such donation will occur
22 upon written request to and approval of the donating and receiving employee's department
23 director(s), except that requests for vacation donation made for the purposes of supplementing the
24 sick leave benefits of the receiving employee will not be denied unless approval would result in a
25 departmental hardship for the receiving department.

26 **2. Limitations:** The number of hours donated will not exceed the donor's accrued vacation
27 credit as of the date of the request. No donation of vacation hours will be permitted where it would
28 cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

1 **3. Return of Unused Donations:** Donated vacation leave hours must be used within ninety
2 (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or
3 due to the death of the receiving employee will revert to the donor. Donated vacation leave hours
4 will be excluded from vacation leave payoff provisions contained in this Article. For purposes of this
5 Article, the first hours used by an employee will be accrued vacation leave hours.

6 **ARTICLE 9: SICK LEAVE**

7 **9.1 Sick Leave:** Regular, probationary, provisional and term-limited temporary employees will
8 accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime
9 up to a maximum of ninety-six (96) hours per year. Employees shall accrue sick leave from their date
10 of hire in a leave eligible position. Employees are not entitled to sick leave if not previously earned.
11 Employees who are FLSA overtime eligible may use sick leave in whole hours and fractions of an
12 hour up to two decimal places at the discretion of their immediate supervisor. FLSA-exempt
13 employees may use sick leave in increments of not less than one (1) day.

14 **9.2 Vacation as an extension of Sick Leave:** During the first six (6) months of service in a
15 paid leave eligible position, eligible employees may, at the manager/designee's discretion, use any
16 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six
17 (6) months in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed
18 to the County upon termination. This paragraph does not apply to employees using accrued vacation
19 leave for a qualifying event under the Washington Family Care Act or as otherwise required by law.

20 **9.3 Donation of Sick Leave Hours:**

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

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

28 **3. Return of Unused Donations:** Donated sick leave hours must be used

1 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death
2 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
3 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
4 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
5 accrued sick leave hours.

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

9 **D. Conversion Rate:** All vacation and sick leave hours donated will be converted to
10 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
11 value will then be divided by the receiving employee's hourly rate to determine the actual number of
12 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
13 straight time hourly rate at the time of re-conversion. An employee eligible for paid leave benefits
14 may donate accrued vacation and/or sick leave in accordance with procedures set forth under Chapter
15 3.12.223 of the King County Code (K.C.C.).

16 **9.4 Unlimited Accrual:** There will be no limit to the hours of sick leave benefits accrued by
17 paid leave eligible employee.

18 **9.5 Restoration following Separation:** Should a regular employee resign in good standing, be
19 laid off or separated for non-disciplinary medical reasons and return to County employment within two
20 (2) years, his/her accrued sick leave will be restored.

21 **9.6 Pay upon Separation:** A paid leave eligible employee who has successfully completed at
22 least five (5) years of County service and who retires as a result of length of service or who separates by
23 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an
24 amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the
25 employee's rate of pay in effect upon the date of leaving County employment, less mandatory
26 withholdings.

27 **9.7 Leave Without Pay for Health Reasons:** An employee must use all of his/her sick leave
28 before taking unpaid leave for his/her own health reasons. If the injury can be compensated under the

1 County's workers compensation program, then the employee has the option to augment or not
2 augment time loss payments with the use of his/her accrued sick leave.

3 **9.8 Leave Without Pay for Family Reason:** For a leave for family reasons, the employee
4 will choose at the start of the leave whether the particular leave would be paid or unpaid (see 9.11);
5 but, when an employee chooses to take paid leave for family reasons s/he may set aside a reserve of
6 up to eighty (80) hours of accrued sick leave.

7 **9.9 Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her
8 sick leave may use accrued vacation leave before going on leave of absence without pay.

9 **9.10 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

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

13 B. The employee's incapacitating injury, provided that:

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 regular pay of the employee;
16 though an employee who chooses not to augment his/her worker's compensation time loss pay
17 through the use of sick leave will 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 unless s/he notifies the workers compensation office in writing at
20 the beginning of the leave otherwise;

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

24 C. Exposure to contagious diseases and resulting quarantine.

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

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

1 F. To care for the employee's eligible child or child of employee's spouse or
2 domestic partner if the child has an illness or health condition which requires treatment or supervision
3 from the employee;

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

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

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

12 3. The reason for the leave is one of the following:

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

16 b. The care of the employee's child or child of the employee's spouse
17 or domestic partner whose illness or health condition requires treatment or supervision by the
18 employee; or

19 c. Care of a family member who suffers from a serious health
20 condition.

21 H. Leave eligible employees who do not qualify for use of sick leave as provided
22 under 9.10.G can use sick leave in the maximum amount of three (3) days per calendar year when an
23 employee is required to care for an immediate family member who suffers from a serious health
24 condition; except, if the immediate family member is a child as defined in 9.13 in which case the use
25 of sick shall not be limited to three (3) days.

26 **9.11 Unpaid Leave:** An employee may take a total of up to eighteen (18) work weeks unpaid
27 leave for his or her own serious health condition, and for family reasons as provided in Sections
28 9.10.F and 9.10.G combined, within a twelve (12) month period. The leave may be continuous,

1 which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as
2 needed. Intermittent leave is subject to the following conditions:

3 **A. Birth or Adoption:** When a leave is taken after the birth or placement of a child
4 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
5 only if authorized by the employee's manager/designee.

6 **B. Reduced Schedules:** An employee may take leave intermittently or on a reduced
7 schedule when medically necessary due to a serious health condition of the employee or family
8 member of the employee; and

9 **C. Temporary Transfer:** If an employee requests intermittent leave or leave on a
10 reduced leave schedule, under Section B. above, that is foreseeable based on planned medical
11 treatment, the manager/designee may require the employee to transfer temporarily to an available
12 alternative position for which the employee is qualified and that has equivalent pay and benefits and
13 that better accommodates recurring periods of leave than the regular position of the employee.

14 **9.11.1 Concurrent Time:** Use of donated leave will run concurrently with the eighteen (18)
15 workweek family medical leave entitlement.

16 **9.11.2 Insurance Premiums:** The County will continue its contribution toward health care
17 during any unpaid leave taken under Section 9.11.

18 **9.11.3 Return to Work from Unpaid Leave:** An employee who returns from unpaid family
19 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

20 **A.** The same position s/he held when the leave commenced; or

21 **B.** A position with equivalent status, benefits, pay and other terms and conditions of
22 employment; and

23 **C.** The same seniority accrued before the date on which the leave commenced.

24 **9.11.4 Failure to Return to Work:** Failure to return to work by the expiration date of the
25 leave of absence may be cause for removal and result in termination of the employee from County
26 service.

27 **9.12 Provider Certification:** The manager/designee and employee is responsible for the
28 proper administration of the sick leave benefit. Verification from a licensed health care provider may

1 be reasonably required to substantiate the health condition of the employee or family member for
2 leave requests.

3 **9.13 Definition of Child:** For purposes of this Article, a child means a biological, adopted or
4 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,
5 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of
6 self care because of mental or physical disability.

7 **9.15 Family and Medical Leave and Family Care:** Employees shall be entitled to family
8 medical leave, as provided by the King County Family Medical Leave Act, the federal Family
9 Medical Leave Act, and any Washington state laws that provide for family medical leave. For
10 reference purposes, the current text of the King County Family Medical Leave Act is attached as
11 Addendum B.

12 **ARTICLE 10: GENERAL LEAVES**

13 **10.2 Leave - Organ Donors:** The manager/designee shall allow all employees eligible for
14 paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures
15 such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take
16 five (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

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

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

25 **C.** Time off from work for the purpose set out above in excess of five (5) working
26 days will be subject to the terms of this Agreement.

27 **10.3 Bereavement Leave:**

28 **A.** Employees eligible for paid leave benefits shall be entitled to three (3) working

1 days of bereavement leave per occurrence of any death of members of their immediate family.

2 **B.** Employees eligible to accrue paid leave benefits who have exhausted their
3 bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance
4 when death occurs to any member of the employee's immediate family.

5 **C.** In cases of family care where no sick leave benefit exists, the employee may use
6 vacation leave, compensatory time or may be granted leave without pay.

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

10 **E.** For the purposes of this Section, a member of the immediate family is as follows:
11 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild
12 or grandparent of the employee, employee's spouse or employee's domestic partner.

13 **10.4 Leave - Examinations:** Employees eligible for paid leave benefits shall be entitled to
14 necessary time off with pay for the purpose of participating in County qualifying or promotional
15 examinations. This shall include time required to complete any required interviews.

16 **10.5 Jury Duty:**

17 **A.** Employees eligible for paid leave benefits who are ordered on a jury shall be
18 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of
19 mileage, with the Finance and Business Operations Division of the Department of Executive
20 Services. Employees shall report back to their supervisor on their next scheduled workday when
21 dismissed from jury service.

22 **10.6 School Volunteer:** Employees eligible for paid leave benefits shall be allowed the use
23 of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the
24 school attended by the employee's child; provided, an employee requesting to use sick leave for this
25 purpose will submit such request in writing specifying the name of the school and the nature of the
26 volunteer services to be performed.

27 **10.7 Military Leave:** A leave of absence for active military duty or active military training
28 duty will be granted to eligible employees in accordance with applicable provisions of state and/or

1 federal law; and County policy provided that a request for such leave shall be submitted to the
2 manager/designee in writing by the employee and accompanied by a validated copy of military orders
3 ordering such active duty or active training duty.

4 **10.8 Executive Leave:** Employees who are exempt from the overtime provisions of the
5 FLSA shall be eligible for up to 10 days of Executive Leave annually. All employees who are
6 exempt from overtime shall receive at least three (3) days of Executive Leave annually.

7 **10.9 Leave Without Pay:**

8 **A.** An employee eligible for leave benefits may take a leave of absence without pay
9 for thirty (30) calendar days or less if authorized in writing by the employee's appointing authority.

10 **B.** An employee eligible for leave benefits may take a leave of absence without pay
11 for more than thirty (30) calendar days if authorized in writing by the employee's appointing
12 authority and the director.

13 **C.** Leaves of absence without pay shall be for periods not to exceed one (1) year
14 except that the director may, in special circumstances, grant an extension beyond one (1) year.

15 **D.** Other employee benefits as provided in Chapter 3 of the King County Code shall
16 not be provided to or accrue to the employee while on leave of absence without pay, except as
17 provided in King County Code 3.12.220.

18 **E.** If a leave of absence without pay was granted for purposes of recovering health,
19 the employee shall be required by the director to submit a physician's statement concerning the
20 employee's ability to resume duties prior to return to work.

21 **F.** An employee on leave of absence without pay may return from the leave before its
22 expiration date if the employee provides the appointing authority with a written request to that effect
23 at least fifteen (15) days prior to resuming duties.

24 **G.** Failure to return to work by the expiration date of a leave of absence without pay
25 shall be cause for removal and shall result in automatic termination of the employee from County
26 service.

27 **H.** A leave of absence without pay may be revoked by the director upon evidence
28 submitted to the director by the appointing authority of the employee indicating that such leave was

1 requested and granted under false pretenses, or that the need for such leave has ceased to exist.

2 **10.10 Closure of County Facilities:**

3 **A. Pay for employees in case of facility closure.**

4 1. If a facility is closed by order of the County Executive, regular, provisional,
5 probationary and term limited temporary employees scheduled to work will be paid their normal
6 salary or hourly wage until such time as the facility is reopened, alternative worksites are arranged, or
7 a reduction in force is implemented. If the shutdown extends for more than one week, the status of
8 displaced workers may be reviewed by the Executive to determine whether a reduction in force due
9 to either lack of funds or lack of work is in order. This applies to affected overtime exempt as well as
10 hourly employees.

11 Employees who previously request and have been approved for time off (e.g., vacation, sick
12 leave, compensatory time off, executive leave, leaves of absence) will have hours deducted from their
13 accruals as approved.

14 Employees designated as first responders and mission critical employees who are unable to
15 report to work will have their time charged to vacation, comp-time (hourly), Executive Leave
16 (salaried) or leave without pay unless the agency director determines that regular pay is warranted
17 and waives the charging of the time missed.

18 2. Where a department or division director or agency administrator closes
19 operations in his or her agency during the work day or orders employees to leave the premises
20 because of safety concerns, employees (regular, provisional, probationary and term limited
21 temporary) scheduled to work will be paid for the normally scheduled work day.

22 3. Continued closure of a facility outside the downtown core beyond the first
23 day (or partial day) as described above must be approved by the Executive; otherwise, the facility
24 will be deemed open.

25 **B. Pay for employees where facilities remain open for business.**

26 Where a department, office or facility remains open but conditions prevent an employee from
27 reporting to work:

28 1. The employee will notify his or her supervisor as soon as possible.

1 2. The employee may request, and the supervisor may approve, the use of
2 compensatory time, executive leave, vacation time, or leave without pay to cover absences resulting
3 from a county emergency, critical incident, or inclement weather. Sick leave may not be used in such
4 instances except where appropriate under sick leave provisions of the King County Code, Personnel
5 Guidelines and this collective bargaining agreement.

6 **ARTICLE 11: HOURS OF WORK AND OVERTIME**

7 **11.1 Standard Five-Eight (5-8) Workweek Schedule:** For FLSA non-exempt employees, the
8 standard workweek will consist of five (5) consecutive work days not to exceed eight (8) hours each
9 exclusive of the meal period and not to exceed forty (40) hours per week and shall normally be
10 scheduled Monday through Friday. However, the establishment of work schedules is vested solely
11 within the purview of the County and may be changed from time to time with 2 weeks notice to the
12 employee.

13 **11.2 Overtime Payment:** Employees covered by this bargaining unit who are employed in a
14 bona fide executive, administrative or professional capacity and are in turn exempt from overtime
15 payments under the Federal Fair Labor Standards Act are expected to work the hours necessary to
16 satisfactorily perform their jobs. These employees are not eligible for overtime payments.

17 **11.2.1** FLSA non-exempt employees shall be paid at an overtime rate of one and one half
18 times their regular rate of pay for all hours worked in excess of their regularly scheduled work day or
19 work week. Unworked hours in a paid status (e.g., vacation, sick leave) shall be counted toward the
20 overtime eligibility threshold.

21 **11.2.2** All overtime shall be authorized in advance by the division manager/designee in
22 writing, except in emergencies.

23 **11.3 Alternative Work Schedules:** A full-time employee may request, a four (4) day, forty
24 (40) hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative
25 schedule in order to support the County Commute Trip Reduction program. Employees will submit
26 written requests for alternative work schedule approval to the Section Manager/designee. Requests
27 will be evaluated and approved or denied relative to the business needs of the organization, and must
28 be reviewed at least annually. In administering any such alternative work schedule, the following

1 working conditions shall prevail:

2 A. Employee participation shall be on a voluntary basis unless the Section Manager
3 determines that an alternative schedule is essential to the business needs of the organization. The
4 establishment of and approval for alternative work schedules is vested solely within the purview of
5 the County and may be changed from time to time. Such changes will normally require at least two
6 (2) weeks notice to the employee.

7 B. If a holiday designated pursuant to Section 7.1 falls on a Saturday or on a Friday
8 that is the normal day off, then the holiday will be taken on the last normal workday. If a designated
9 holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on
10 the next normal workday. This schedule will be followed unless the employee and his or her
11 supervisor determine that some other day will be taken for the holiday; provided, however, that in
12 such case the holiday time must be used no later than the end of the following pay period.

13 C. If multiple employees in a work group desire an alternative work schedule with the
14 same days off, the County may, upon written notice to TEA, subject requests for alternative
15 schedules to a bidding process, with priority given to employees in order of decreasing seniority.

16 D. Employees who currently work on an alternative work schedule shall be permitted
17 to retain that work schedule, subject to the management approval requirements in Section A.

18 **11.4 Compensatory Time:** An overtime eligible employee may request, and with approval of
19 the manager/designee, may receive compensatory time off in lieu of overtime pay. Such time shall
20 be earned at the rate of one and one-half (1.5X) hours for each hour worked.

21 **11.5 Emergency Call Back:**

22 An FLSA non-exempt employee covered by this Agreement who is called to duty after
23 completion of his or her regular shift or work week shall be granted a minimum of four (4) hours pay
24 at the applicable overtime rates.

25 An Emergency Call Back shall be defined as a circumstance where an employee has left the
26 work premises at the completion of his or her regular work shift and is required to report to duty prior
27 to the start of his or her next regularly scheduled work shift. An employee who is called back to
28 report to work before the commencement of his or her regular work shift shall be compensated in

1 accordance with the Emergency Call Back provisions of this Collective Bargaining Agreement.

2 **11.6 Telecommuting:** TEA and the County mutually recognize the importance of regularly
3 reporting to the assigned work site for the purposes of accomplishing work, however, consistent with
4 past practice, an employee may occasionally request, and a supervisor may occasionally approve, an
5 alternative telecommuting work schedule for a limited period of time for the purpose of
6 accommodating and balancing the individual needs of an employee and the business needs of the
7 organization. Additionally, employees are covered by the King County Telecommuting Policy (PER-
8 18.4 (AEP), and any amendments thereto.

9 **11.7 Home Free Guarantee:** The County will operate a program to provide employees with
10 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,
11 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated
12 overtime that day which requires the employee to leave work at other than the employee's regularly
13 scheduled quit time. Determination of what constitutes a qualified emergency will be made at each
14 worksite by the employee designated by the County. Employees can exercise their home free
15 guarantee a maximum of eight (8) times per calendar year.

16 **ARTICLE 12: REDUCTION IN FORCE**

17 **12.1 Order of layoff:** In the event of a reduction in force due to lack of work, lack of funds
18 or considerations of efficiency, the order of layoff will be determined by classification on the basis of
19 seniority. Where two or more regular employees within a classification are of equal seniority,
20 bargaining unit seniority shall determine the order of layoff between those employees. If the
21 employees are still tied after consideration of bargaining unit seniority, total County service shall
22 break the tie. If the employees are still tied, the County shall break the tie by considering merit.

23 **12.2 Seniority Calculation:** Seniority shall be the total time spent in a particular
24 classification. Part-time employees shall receive full credit. For instance, a 3/4 time employee who
25 works for 1 year in a classification shall have one (1) full year seniority in that position. If an
26 employee is bumped to a lower level classification in a classification series, the employee's seniority
27 shall be all of the time spent in the lower level classification combined with any time spent in higher
28 level classifications in the same class series.

1 **12.3 Classification Series:** The classification series shall be as follows:

- 2 1. Transit Engineers
- 3 2. Transit Designers
- 4 3. Transit Construction Management
- 5 4. Transit Project Control Engineer
- 6 5. Project/Program Manager
- 7 6. Administrative Specialist
- 8 7. Administrator
- 9 8. Business and Finance Officer
- 10 9. Real Property Agent
- 11 10. Transit Environmental Planner
- 12 11. Database Administrator
- 13
- 14

15 If additional classifications are added to the bargaining unit, the parties will negotiate the
16 impact on this list of classification series.

17 **12.4** Employees may only bump into lower level classifications within the same classification
18 series or into another classification in the bargaining unit in which he or she obtained regular status.

19 **12.5 Example:**

- 20 1. Employer decides to layoff an Engineer III.
- 21 2. There are 3 Engineer IIIs. One with 2 years as an Engineer III, one with 4 years,
22 one with 6 years.
- 23 3. The Engineer III with 2 years will be laid off.
- 24 4. The laid off Engineer III may try to bump into a lower classification in the series or
25 into another classification in the bargaining unit in which he or she obtained regular status. If the
26 Engineer III had 2 prior years as an Engineer II, the Engineer III has 4 years for purpose of bumping
27 into the Engineer II classification.

28 **12.6 Qualifications:** No employee may bump another employee in a classification unless the

1 bumping employee meets the essential qualifications for the classification and the specific
2 qualifications for the position to which he/she intends to bump.

3 **12.7 Re-call Rights:** A regular employee who is laid off will have recall rights to his/her
4 previous position for two (2) years from the date of layoff. An employee retains his/her recall rights
5 if he/she accepts a lesser position with the County. An employee who is laid off shall forfeit his/her
6 recall rights if he/she refuses a recall.

7 **12.8 Notice of Recall:** A regular employee will have ten (10) days from the date the notice
8 of recall is sent by certified mail in which to notify the County of whether he/she will accept the
9 position. The County will consider the employee's failure to notify the County within ten (10) days a
10 refusal; however, if the County determines that there are warranting circumstances, it may accept a
11 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep
12 the County informed of his/her current address.

13 **12.9 Reinstatement:** A regular employee recalled within two (2) years from the time of
14 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of
15 layoff, and vacation leave accrual rate restored.

16 **ARTICLE 13: NON-DISCRIMINATION**

17 The County shall not unlawfully discriminate against any employee with respect to
18 compensation, terms, conditions or privileges of employment because of race, color, creed, religion,
19 national origin, age, sex, sexual orientation, TEA activities, marital status, physical, mental or
20 sensory disability.

21 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

22 **14.1 No Work Stoppages:** The County and the Association agree that the public interest
23 requires efficient and uninterrupted performance of County services and to this end pledge their best
24 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association
25 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
26 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with
27 County functions by employees under this Agreement and, should same occur, the Association agrees
28 to take appropriate steps to end such interference. Any concerted action by employees shall be

1 deemed a work stoppage if any of the above activities occurs.

2 **14.2 Association's Responsibilities:** Upon notification in writing by the County to the
3 Association that any of its members are engaged in work stoppage, the Association shall
4 immediately, in writing, order such members to immediately cease engaging in such work stoppage
5 and provide the County with a copy of such order. In addition, if requested by the County, a
6 responsible official of the Association shall publicly order such employees to cease engaging in such
7 a work stoppage.

8 **ARTICLE 15: MEDICAL, DENTAL AND LIFE PLAN**

9 The County will provide medical, dental and life insurance plans for all benefits-eligible employees
10 in accordance with Addendum C of this Agreement.

11 **ARTICLE 16: SAVINGS CLAUSE**

12 Should any part hereof or any provision in this Agreement be rendered or declared invalid by
13 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
14 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
15 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet
16 within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts
17 or provisions of this Agreement shall remain in full force and effect.

18 **ARTICLE 17: WAGE RATES**

19 **17.1** Wage rates under this Agreement are set forth in Addendum A of this agreement.

20 **17.3 Step Increase and Merit Pay:** Upon satisfactory completion of a six (6) month
21 probationary period, regular employees shall be advanced to Step 2, if the rate currently held is
22 Step 1. A one-step increase for completion of probation for regular employees at Step 2 or above is
23 permissive, and may be given at the discretion of the appointing authority.

24 Every employee who received at least a satisfactory year-end evaluation and who is not at the
25 top of his or her schedule will advance the equivalent of one step as per existing practice on January 1
26 of the following year. An employee at the top of his or her schedule shall be eligible for merit
27 increases according to the existing practice.

28 **17.4 Licensing and Stamping:**

1 Employees who hold Professional Engineering licenses or American Institute of
2 Architecture licenses shall be eligible for the following monthly premiums:

- 3 1. \$50 for employees who have PE or AIA licenses.
- 4 2. An additional \$50 for employees who have PE or AIA licenses and whose
5 positions require the stamping of engineering or architectural plans.

6 This benefit shall be effective on the first pay period after the ratification of this Agreement
7 and shall not be paid retroactively.

8 **ARTICLE 18: EMPLOYEE RIGHTS**

9 **18.1 Review of Personnel Files:**

10 The only personnel files will be the Department personnel file and the Section personnel file.
11 Additionally, supervisors may keep a “working file” which may be used for the purpose of
12 developing an annual evaluation. Such materials will be purged from this working file when the
13 evaluation is finalized. Notes taken for such purpose may be added to the personnel file.

14 A copy of material placed into an employee’s personnel file(s) shall be provided to the
15 employee at the time of its placement in the file.

16 Upon request, an Employee can schedule an appointment to review his/her personnel files.
17 An Employee may authorize his/her Association representative to obtain a copy of his/her personnel
18 files. An Employee may also review and copy, upon request, any files to which s/he has a legal right
19 to access. Employees who challenge material included in their personnel files are permitted to insert
20 material relating to the challenge.

21 **18.2 Association Representation:** An Employee, at his/her request has the right to
22 Association representation at any meeting which he/she reasonably believes may lead to disciplinary
23 action against the Employee. If the employee requests TEA representation in such a matter, the
24 Employee will be provided reasonable time to arrange for TEA representation. The parties
25 acknowledge that in certain instances a reasonable time may be as little as that same day.

26 **18.3 Release Time and Facilities Access:**

27 **18.3.1 Workplace Access:** An employee authorized by TEA to serve as its representative
28 may visit the work location of other employees at reasonable times for purpose of administering the

1 terms of this Agreement. TEA shall regularly submit a list of its designated representatives to the
2 Manager of Design and Construction. If the TEA representative is making a worksite visit during his
3 or her regular work hours, s/he will obtain agreement from his/her supervisor. Before visiting the
4 work location, the TEA representative must contact the supervisor or manager of that location to
5 ensure that the worksite visit will not unduly interfere with normal operations at the worksite.

6 **18.3.2 Release Time:** When it is necessary during a TEA representative's work hours for
7 that TEA representative to participate in County meetings (i.e. investigatory interviews, Labor-
8 management meetings, negotiations, or grievance hearings) the TEA representative shall be on paid
9 time. In no instance shall the release of the TEA representative for this purpose interfere with County
10 operations. Release time shall be permitted for contract negotiations for a total of three (3)
11 employees unless the parties agree to permit more. Other representation activities (i.e. preparation
12 for collective bargaining, preparation for grievance hearings or arbitrations, advice on completing
13 forms or reports requested by the County, etc.) by TEA representatives must be conducted outside of
14 regular work hours.

15 **18.3.3 Bulletin Boards:** The County will permit the Association to post or distribute, in the
16 Employees' work locations announcement of meetings, elections of officers, and other Association
17 materials, provide there is sufficient space beyond what is required by the County for normal
18 operations. Only recognized officers, stewards and authorized representatives of the TEA will be
19 entitled to post TEA materials.

20 **18.3.4 Email, photocopies, and faxes:** The County recognizes that certain minimal use by
21 the Association of County equipment and facilities is consistent with County business needs.
22 Employees who are designated by TEA as representatives may make limited use of County
23 telephones, fax machines, copies and similar equipment for the use of contract administration. Use of
24 phones or fax machines shall not be for long distance calls. In addition, such employee
25 representatives may use the County electronic mail system for communications relating to contract
26 administration. Any use of county equipment or facilities must be use which is brief in duration and
27 accumulation, and which does not interfere with or impair the conduct of official County business.
28 The contours of this right are meant to parallel the County policy as regards the use of county

1 telephones for personal calls. The Association understands that any communication sent on County
2 equipment may be monitored by the County to the extent permitted by law. Any communication
3 must adhere to any and all County policies relating to proper communication in the workplace.

4 **ARTICLE 19: CONTRACTING OUT**

5 **19.1** The County agrees not to contract out the work typically performed by TEA members to
6 outside employers if such contracting out would result in a reduction in force of Association
7 employees in regular full-time positions.

8 **19.2** The County agrees not to utilize the services of a consulting firm for the purpose of
9 providing consultants to perform work traditionally and historically conducted by TEA bargaining
10 unit members, unless the consultants' work is limited to specific project-specific or work order
11 contracts, or used to augment the workforce on a short-term, temporary basis. This provision does
12 not preclude the County from hiring contract workers or consultants to augment work performed by
13 the bargaining unit in a manner that is consistent with the past practice of Design & Construction.

14 **19.3** The County agrees that it will not utilize individuals employed by consulting firms in
15 situations where the individuals are placed under the principal supervision of a County employee who
16 has authority to direct and assign their work.

17 **19.4** The County agrees that work performed by consultants will be limited to providing the
18 specific work product or service set forth within the terms of the consultant contracts.

19 **19.5** If, in order to adhere to County policies and procedures or state, local, and federal grant
20 conditions for a specific project, the County is required to contract all or part of the work to be
21 performed due to the limitations imposed by the funding agreement, such contracting, which shall be
22 limited as to what is required in each agreement, shall not be considered a violation of this Article;
23 provided that such contracting complies with Article 19.1.

1 ARTICLE 20: BUS PASSES

2 **20.1** Employees eligible for leave and insured benefits and eligible retirees as defined in this
3 section shall be issued a transit bus pass entitling the holder to ride without payment of fare on public
4 transportation services operated by or under the authority of the County. In addition, such employees
5 shall be entitled to use the transit bus pass to ride without payment of fare on public transportation
6 services operated by or under the authority of Pierce Transit, Kitsap Transit and Community Transit,
7 subject to agreements with such agencies as may be entered into by the executive. Use of transit bus
8 passes shall be restricted to such employees and retirees, and any unauthorized use shall, at a
9 minimum, result in forfeiture of the passes. Employees not eligible for leave and insured benefits
10 under this chapter shall not receive transit passes or any transit bus pass subsidy.

11 **20.2** For purposes of this section, “eligible retiree” means an employee eligible for leave and
12 insured benefits under this chapter who (1) separates from employment with the County while
13 holding a position determined by the director of the Department of Transportation to be dedicated
14 exclusively to the public transportation function, and (2) on the date of said separation is eligible to
15 receive benefits from a retirement system established pursuant to state law.

16 **20.3 Automobile Reimbursement:** No employee shall be required as a condition of
17 employment to provide a personal automobile for use on County business. Any use of a personal
18 automobile for County business shall be mutually agreed to by the County and the employee and
19 shall be reimbursed at the rate established by the Internal Revenue Service.

20 ARTICLE 21: WORK-OUT-OF-CLASSIFICATION

21 **21.1 General:** Employees are to be properly paid for their assigned body of work, except in
22 the case of incidental assignment as described below. No employee may assume the duties of a
23 higher paid position without formal assignment, except in a bona fide emergency. Employees are not
24 entitled to classification changes or compensation for work that is not assigned.

25 **21.2 Incidental Assignment:** Nothing in this article shall limit management from assigning
26 an employee incidental work outside of the employee’s current classification; such incidental work
27 assignment shall not constitute the basis for an out-of-class assignment.

28 **21.3 Special Duty Assignment:** Employees may be assigned work out of their regular

1 classification on a temporary basis by Special Duty Assignment. Restrictions on the length of the
2 assignment are governed by County policy and the Personnel Guidelines. If this assigned work is to
3 a lower classification, the employee will receive his/her normal rate of pay. Compensation for such
4 special duty assignment shall begin on the day identified in the written assignment.

5 **21.4 Pay on Special Duty:**

6 A. Pay for a special duty assignment shall be to the bottom of the pay range of the
7 existing higher-level job classification or to a pay step in the existing higher classification that
8 provides the step equivalent of approximately 5 percent increase over the employee's current rate of
9 pay, whichever is greater.

10 B. Special duty compensation may not exceed the top step of the new range unless the
11 employee was receiving above top of range merit pay. In those instances, the pay may exceed the
12 maximum of the new pay range by no more than five percent and shall continue only as long as the
13 merit pay would have remained in effect.

14 C. When the special duty assignment is completed, the employee's pay shall revert to
15 the pay rate the employee would have received if the employee had not been assigned to special duty.

16 D. Special duty pay shall not be considered part of an employee's base pay rate for
17 purposes of placement within a pay range as a result of promotion or reclassification.

18 **21.5 Accretion and other work-out-of classification:** Incidental assignments can have the
19 cumulative effect of creating out-of-classification work by accretion when assigned work out of the
20 employee's current classification becomes the preponderance of the work performed by the
21 employee. Reorganization, changes in job content or council actions may likewise cause the duties of
22 a position to change, or a position may be otherwise incorrectly classified. Under these
23 circumstances, employees may request the Human Resources Director (or designee) to review their
24 job duties to determine if the duties and responsibilities performed by the employee are more
25 accurately described in another, more appropriate, job classification.

26 A. **County Classification Review Procedure.** Employees will submit their request
27 for reclassification by completing a Position Description Questionnaire and forwarding it to the
28 applicable Human Resources Service Delivery Manager (SDM), who will forward it to the supervisor

1 for review and comment. After the supervisor has reviewed and commented upon the PDQ, the PDQ
2 will be returned to the employee for review and comment, and then submitted to the section manager
3 and the division director before being returned to the applicable SDM for finalization. Once the PDQ
4 has been finalized, it will be delivered to King County Human Resources Division for a classification
5 analyst to review the request according to their policies and procedures and notify the employee of
6 their findings when the review is completed.

7 **B. Effective Date.** The effective date of reclassification under this article will be the
8 date the employee submits the PDQ to applicable SDM after review and comment by the supervisor,
9 or 30 days from the initial submission of a fully completed PDQ to applicable SDM, whichever is
10 less (incomplete PDQ's will not be considered as received if the applicable HR analyst returns the
11 PDQ to the employee for further completion).

12 **C. Classification and Compensation.** Classification and compensation shall be in
13 accordance with this Agreement. If a reclassification results in assignment to a higher paid
14 classification, then the employee shall receive at least the bottom of the new pay range or the step
15 equivalent of approximately 5 percent above the employee's current rate of pay, whichever is highest.

16 **D. Appeal.** The County and the Association agree that disputes relating to the
17 classification of a position will be submitted to the Division Director/designee of Human Resources
18 Department of Executive Services for reconsideration. If the Association disagrees with the Division
19 Director's/designee's decision it may, within thirty (30) days, submit the issue to a neutral third party.
20 The neutral party will be selected in accordance with the grievance procedure in this Agreement. The
21 decision of the neutral party shall be binding upon all parties. The classification issue (other than
22 jurisdictional and pay-related) shall be presented to the neutral party and will not be subject to the
23 King County Personnel Board or binding arbitration.

24 **ARTICLE 22: SAFETY AND STANDARDS**

25 The County and its employees value a safe working environment and recognize their mutual
26 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance
27 with applicable state and federal laws and regulations. The County may create and enforce safety
28 standards above those required by law, provided that nothing in this Article waives TEA's rights to

1 collectively bargain. The County shall supply and maintain safety-related items and equipment as
2 required by law or Department or Division policy or directive.

3 **ARTICLE 23: PROMOTIONS**

4 The County and the Association agree to develop and maintain a promotional system that will
5 allow employees to be promoted to job classifications in the bargaining unit depending on their
6 demonstrated skills, knowledge, and the availability of higher level work and funding. The benefits
7 to the employees and the organization include the following:

- 8 ● Increases efficiency and effectiveness by retaining trained and qualified employees
- 9 ● Promotes a productive, high quality work environment
- 10 ● Provides employees with career growth opportunities within the Design and
11 Construction Section
- 12 ● Enhances employee morale

13 The County and the Association have the following shared interests for filling vacancies of
14 positions represented by the Association:

- 15 ● Hiring the most qualified candidate to fill the position
- 16 ● A quick and fair process
- 17 ● Promoting from within

18 Management will determine staffing requirements based on an analysis of the business needs.
19 When new staffing positions are created or vacant positions are to be filled, it will be advertised to
20 the bargaining unit members. Members shall complete and submit all requested application materials
21 by the required application deadline.

22 Vacancies may be advertised simultaneously to the Association and outside the Association in
23 the interest of efficiency. Application materials will be reviewed to identify those bargaining unit
24 candidates who meet the minimum qualifications of the positions based on the “qualifications” and
25 “special necessary requirements” listed on the job bulletin. The highly qualified candidates are those
26 who meet the “highly desirable” and/or “desirable” qualifications listed on the job bulletin. If there
27 are at least three (3) highly qualified internal applicants, management will interview a minimum of
28 three (3) highly qualified candidates before considering outside candidates. One of these highly

1 qualified candidates will be selected for the job. If there are fewer than three (3) highly qualified
2 Association candidates, management may also consider the outside candidates. The most qualified
3 candidate will be selected. Management’s decision on who is the most qualified applicant is solely
4 within its discretion and is not grievable under this Agreement.

5 **ARTICLE 24: DURATION**

6 This Agreement shall become effective upon the conclusion of the approval process by King
7 County and cover the period January 1, 2015 through December 31, 2018.

8 Either party may initiate negotiations upon written notice to the other within one hundred
9 eighty (180) days of the expiration of this Agreement or at a mutually agreed time.

10 **APPROVED** this _____ day of _____, 2014.

13  ^{DS}
Sl

14 By: _____

15 King County Executive

16 Technical Employees’ Association:

17  ^{DS}
AG

18 _____
19 Alton Gaskill, President

1 Addendum C: Medical Benefits:

2 **KingCare**

3 KingCare	Gold	Silver	Bronze
4 Annual deductible	\$300/person \$900/family	\$600/person \$1,800/family	\$800/person \$2,400/family
5 Coinsurance paid by member	15% in network 35% out of network	25% in network 45% out of network	25% in network 45% out of network
6 Annual out-of-pocket maximum for medical services (total for deductible + 7 coinsurance)	In network \$1,100/person \$2,500/family Out-of-network \$1,900/person \$4,100/family Does not apply to 8 prescriptions	In network \$1,600/person \$3,800/family Out-of-network \$2,400/person \$5,400/family Does not apply to 9 prescriptions	In network: \$2,000/person \$4,800/family Out-of-network \$2,800/person \$6,400/family Does not apply to 10 prescriptions
11 Copay for prescription drugs— 30 day supply	\$7 generic \$30 preferred brand \$60 non preferred brand		
12 Copay for prescription drugs— 90 day supply mail order	\$14 generic \$60 preferred brand \$120 non preferred brand		
13 Annual out-of-pocket maximum for prescription drugs	\$1,500/person or \$3,000/family		
14 Emergency Room Co-pay	\$100		
15 Benefit Access Fee	\$90/month		
16 Premium Share (effective 1/1/2018)	\$40/month employee-only and \$75/month for full family		

Certificate Of Completion

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Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 95	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

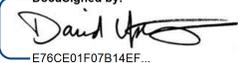
Record Tracking

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9/27/2023 9:39:02 AM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
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Timestamp

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Signed: 9/27/2023 1:52:42 PM

Electronic Record and Signature Disclosure:

Accepted: 9/27/2023 1:52:25 PM
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Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 9/27/2023 2:36:53 PM Viewed: 9/28/2023 12:11:54 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/5/2023 12:06:16 PM
Completed	Security Checked	10/5/2023 12:06:16 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.