

April 22, 1997
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Introduced by Gossett

Proposed No. 97-236

ORDINANCE NO. **12719**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement and Memoranda of Understanding negotiated by and between King County and International Federation of Professional and Technical Engineers, Local 17, (Section Managers), representing employees in the departments of Natural Resources and Transportation; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement and the Memoranda of Understanding negotiated between King County and the International Federation of Professional and Technical Engineers, Local 17, (Section Managers), representing employees in the departments of Natural Resources and Transportation and attached hereto are hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1997, through and including December 31, 1999.

INTRODUCED AND READ for the first time this 14th day of

April, 1997.

PASSED by a vote of 12 to 0 this 28th day of

April, 1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hogue
Chair

ATTEST:

Jane Marns
ACTING Clerk of the Council

APPROVED this 8 day of May, 1997.

Jane Marns
King County Executive

Attachments:
Collective Bargaining Agreement/Memoranda of Understanding

cc: Labor Relations, OHRM

AGREEMENT BY AND BETWEEN KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, LOCAL 17

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PARTIES TO THE AGREEMENT

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This AGREEMENT is made and entered into by and between KING COUNTY, its successors and assigns and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17 (hereinafter referred to as "UNION"), representing those employees of KING COUNTY listed in Addendum "A" of this AGREEMENT (hereinafter referred to as "Employees").

PREAMBLE

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A. The purpose of this AGREEMENT is to provide a working understanding between KING COUNTY and the UNION. KING COUNTY and the UNION support the following goals:

- 1. To be recognized by the citizens of the region as an outstanding visionary organization, responsive to changing public needs.
- 2. To be recognized by KING COUNTY employees and the community as an outstanding place to work for all people.
- 3. To achieve higher levels of excellence through creative and effective teamwork and accountability.
- 4. To have a diverse workforce in an organizational environment that allows all people to achieve their fullest potential.

B. In the spirit of cooperation, both KING COUNTY and the UNION observe that this can best be accomplished by working together in a labor-management partnership based on mutual interest and respect. Both parties value the power and effectiveness of a team concept to enhance participation and collaboration to achieve quality results.

1 **ARTICLE 1: UNION/MANAGEMENT RELATIONS**

2 **SECTION 1 - SOLE BARGAINING AGENT**

3 KING COUNTY recognizes the UNION as the sole bargaining agent for those
4 Employees working in the job classifications listed in Addendum A. Current or future Employees
5 assigned to perform work which has been historically or traditionally bargaining unit work at KING
6 COUNTY or its successors, or which is agreed, or legally determined by the Public Employment
7 Relations Commission (PERC) to be bargaining unit work, shall also be covered by the terms of this
8 AGREEMENT.

9 **SECTION 2 - UNION MEMBERSHIP**

10 A. All Employees shall, within thirty (30) days after their date of employment unless
11 otherwise restricted by law, either (1) pay to the UNION the regular initiation fee and regular
12 monthly dues uniformly required of members or (2) pay an amount established by the UNION as the
13 monthly agency fee which shall not exceed the regular dues and fees uniformly required of members.
14 Provided, however, that the above shall be satisfied by the payment of an amount equivalent to
15 initiation fees and regular UNION dues to a non-religious charitable organization where the
16 Employee is a member of a bona fide religious organization which prohibits membership in a union.

17 B. Failure by any Employee to satisfy Paragraph A of this Section shall constitute cause
18 for dismissal; however, KING COUNTY has no duty to act until the UNION makes a written request
19 for discharge and verifies: (1) that the Employee received written notification of the delinquency,
20 including the amount owing and method of calculation, and that non-payment will result in discharge
21 by KING COUNTY, and (2) that the Employee has no pending objection as to the amount of dues,
22 fees or delinquency.

23 C. Calculation of the thirty (30) day period in Section 2, Paragraph A of this Article shall
24 not include periods of temporary employment, of less than ninety (90) continuous days.

25 D. KING COUNTY agrees to deduct from the paycheck of each Employee, who has so
26 voluntarily authorized it in writing, the agency fees or regular initiation fee and monthly dues
27 uniformly required of members of the UNION. The UNION will provide notice of the amount of the
28 agency fee and, upon request from an Employee, will inform him/her of the basis for calculation of

1 the fee, the method by which an objection may be heard by an impartial decision-maker and the
2 means for escrowing any amount reasonably in dispute. The amounts deducted shall be transmitted
3 monthly to the UNION on behalf of the Employees involved. Authorization by the Employee shall
4 be on a form approved by the parties hereto and may be revoked by the Employee upon request. The
5 performance of this function is recognized as a service to the UNION by KING COUNTY.

6 E. The UNION agrees to indemnify, pay the cost of an independent defense and hold
7 KING COUNTY harmless from any and all liabilities resulting from compliance with Section 2,
8 Paragraphs B and D of this Article.

9 F. KING COUNTY and the UNION agree that no Employee shall be discriminated
10 against because of UNION membership or non-membership.

11 **SECTION 3 - LIST OF NEW OR TERMINATED EMPLOYEES**

12 KING COUNTY shall furnish the UNION with a list of any new Employees or
13 terminated Employees.

SECTION 4 - MANAGEMENT RIGHTS

The management of KING COUNTY and the direction of the work force is vested exclusively in KING COUNTY, except as may be limited by the express written terms of this AGREEMENT. All matters, including but not limited to, the right to hire, appoint, promote, discipline, improve efficiency, train, assign and direct the work force, develop and modify classification specifications, allocate positions to those classifications, determine work schedules, determine location of facilities, contract out work, and determine the methods, and processes and means for providing services, may be administered by KING COUNTY in accordance with such policy or procedures as from time to time may be determined.

SECTION 5 - UNION ACTIVITIES AND REPRESENTATION

A. Authorized representatives of the UNION may, after notifying and obtaining an agreement from the Supervisor of Rideshare Operations, visit the work location of Employees at reasonable times for the purpose of administering the terms of this AGREEMENT.

B. The UNION business manager or designee shall have the right to appoint a steward at any location where members of the bargaining unit are employed.

C. KING COUNTY agrees to permit the UNION to post on bulletin boards in the Employees' work locations, announcements of meetings, election of officers, and other UNION materials, providing there is sufficient space beyond what is required by KING COUNTY for normal operations. Only recognized stewards and staff representatives of the UNION will be entitled to post and remove UNION materials, and only materials originating from the UNION office and bearing the UNION logo or letterhead may be posted on the UNION bulletin board space.

SECTION 6 - LABOR-MANAGEMENT MEETINGS

KING COUNTY and the UNION agree, at the request of either party, to hold a Labor-Management Meeting. The purpose of the meeting shall be to discuss subjects of mutual interest and resolve problems other than formal grievances, in an effort to avoid grievances, promote collaborative working relationships, improve efficiency and morale, and other issues of mutual interest. One Employee shall be entitled to attend the Labor-Management Meeting. The UNION may request other Employees to attend. Labor Management Meetings may be scheduled at any

1 time, but will not be scheduled more frequently than once in a calendar quarter unless both parties
2 agree to meet more often.

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1 **ARTICLE 2: NON-DISCRIMINATION**

2 **SECTION 1 - NON-DISCRIMINATION**

3 The COUNTY or the UNION shall not unlawfully discriminate in employment on the
4 basis of race, color, religion, national origin, age, creed, marital status, sex, sexual orientation or the
5 presence of a sensory, mental or physical disability.

6 **SECTION 2 - ACCOMMODATION**

7 A. When KING COUNTY is presented with circumstances which may require the
8 reasonable accommodation of a disability, which accommodation results in a deviation from the
9 terms of this AGREEMENT, KING COUNTY and the UNION will meet to discuss jointly the
10 requested accommodation and its deviation from the terms of this AGREEMENT. Notwithstanding
11 the contractual obligation to discuss such requests for accommodation with the UNION, KING
12 COUNTY reserves the right to implement whatever accommodations are deemed by KING
13 COUNTY to be reasonable, even if the accommodation requires a deviation from the terms of this
14 AGREEMENT.

15 B. KING COUNTY and the UNION further agree that KING COUNTY shall consider
16 requests for accommodation of disabilities on a case-by-case basis, and that any accommodation
17 made which may be contrary to the terms of this AGREEMENT shall not establish any precedent for
18 the resolution of further questions of accommodation, or in negotiations or arbitrations. This
19 provision does not authorize KING COUNTY to implement a job accommodation if such
20 accommodation denies rights or reduces benefits granted by this AGREEMENT to any other
21 Employee without first discussing the proposed accommodation with the UNION.

1 **ARTICLE 3: PROBATIONARY PERIOD**

2 All Employees, except as modified by Article 14 (Temporary Employees), Section 3,
3 shall serve a six (6) month probationary period commencing with their date of hire into any regular
4 position. Upon satisfactory completion of this evaluation period, the Employee will enjoy all rights
5 of regular Employee status.

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1 **ARTICLE 4: DISCIPLINE**

2 **SECTION 1 - TYPES OF DISCIPLINE**

3 Types of discipline shall be one or more of the following: oral reminders, written
4 reminders, disciplinary probation, suspension, and discharge. Disciplinary action will be reduced to
5 writing and a copy will be given to the Employee and a copy will also be placed in the Employee's
6 personnel file.

7 **SECTION 2 - TYPES OF MAJOR INFRACTIONS**

8 Major infractions include:

- 9 * Gross misconduct
10 * Insubordination
11 * Gross Negligence
12 * Theft of KING COUNTY funds or property or job-related theft
13 * Misappropriation - the personal use of KING COUNTY funds or property
14 * Use, possession, or being under the influence of intoxicants, narcotics or controlled
15 substances
16 * Falsification of applications or any other official KING COUNTY documents
17 * Willful destruction or damage to KING COUNTY property or possessions
18 * Serious or repeated acts of unlawful discrimination as listed under Article 2
19 * Committing a felony while on duty or conviction of a felony that is job-related

20 Major infractions will result in discharge unless KING COUNTY determines that a
21 suspension is appropriate. Infractions, other than those listed above, shall be considered minor
22 infractions.

23 **SECTION 3 - DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS**

24 The following are examples of specific categories of minor infractions: absenteeism
25 (except that four (4) consecutive days of AWOL will be considered a resignation), tardiness, abuse of
26 sick leave and violation of work rules, procedures or directives. Disciplinary actions issued within a
27 twelve (12) month period will be handled in the following manner:

- 28 A. First minor infraction - Oral reminder

1 B. Second minor infraction - Written Reminder

2 C. Third minor infraction - appropriate discipline for the severity of the infraction which
3 could include one or more of the following: disciplinary probation, suspension, or discharge.

4 **SECTION 4 - REMOVING INFRACTIONS**

5 A minor infraction which is one (1) year old cannot be used for purposes of the
6 progressive disciplinary process set forth in Section 3. However, if an Employee is on a leave of
7 absence of thirty (30) calendar days or more, the total time on leave will be added to the one (1) year
8 period. KING COUNTY will retain a permanent record of all minor infractions.

9 **SECTION 5 - PROBATIONARY EMPLOYEES**

10 The discipline of probationary Employees is the sole responsibility of KING
11 COUNTY. Those Employees who are not satisfactory, in the judgment of KING COUNTY, will be
12 terminated. Terminations during a probationary period are not subject to the grievance and/or
13 arbitration procedure under Article 5 of this AGREEMENT; however, an affected Employee will,
14 upon request, have the right to a termination review. The termination review must be requested in
15 writing to the Supervisor of Rideshare Operations/designee within ten (10) days of the notification of
16 termination. KING COUNTY will schedule the termination review and respond to the UNION in
17 writing within a reasonable time.

1 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

2 **SECTION 1 - GRIEVANCE PROCEDURE**

3 A. All Employee grievances concerning the interpretation and application of this
4 AGREEMENT shall be processed exclusively in accordance with this grievance procedure. A
5 "grievance", as used in this AGREEMENT, shall mean a claim by an Employee that the terms of this
6 AGREEMENT have been violated, and/or a dispute exists concerning the proper application or
7 interpretation of this AGREEMENT.

8 B. Defined time limits in this section may be extended by a written agreement between
9 the parties. If the COUNTY does not respond to a grievance in the defined time limits, the UNION
10 may advance the grievance to the next step. If the grievance is not pursued by the UNION in the
11 defined time limits, it shall be presumed withdrawn.

12 C. In the event a grievance arises, it shall be reduced to writing and specify the act or
13 event being grieved, the date of the occurrence, the provisions of the AGREEMENT that allegedly
14 have been violated, and the remedy sought. The grievance will be processed in the following
15 manner:

16 Step 1: Within fifteen (15) days of the act or knowledge of the act being grieved, the
17 Employee shall present the written grievance to the Rideshare Operations Section
18 supervisor/designee. Within fifteen (15) days, the supervisor/designee shall meet with the Employee
19 and a Shop Steward and/or UNION Business Representative to discuss the grievance. The
20 supervisor/designee must respond in writing within fifteen (15) days after the date of the meeting. If
21 the UNION Business Representative determines that the grievance has merit, it may be elevated to
22 Step 2 in writing within ten (10) days after the date the written response is issued.

23 Step 2: The UNION Business Representative may submit the grievance to the
24 Manager of the Sales and Customer Services Section, with a copy to the Transit Human Resources
25 Manager and KING COUNTY's Labor Relations Manager. The Manager of Sales and Customer
26 Services/designee shall hold a meeting within fifteen (15) days after receipt of the grievance, and
27 provide a response in writing within fifteen (15) days after the meeting.

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1 Step 3: The UNION Business Representative may submit the grievance to arbitration
2 as provided in Section 2 below. The UNION Business Representative must notify the Director of the
3 Office of Human Resources Management/designee, with a copy to the Transit Human Resources
4 Manager, of the arbitration demand, by registered or certified mail, within thirty (30) days of the
5 UNION's receipt of the Step 2 response.

6 D. Hearing Hours

7 1. Time spent by Employees adjusting grievances and/or pursuing arbitration is
8 not working time and shall not be compensated. However, if a Step 1 grievance hearing is held
9 during the Employee's normal working hours, the Employee will not suffer a loss in compensation.

10 2. Grievances shall be heard during management's normal working hours unless
11 stipulated otherwise by both parties.

12 **SECTION 2 - ARBITRATION PROCEDURE**

13 A. Mediation: KING COUNTY and the UNION may agree to designate a mutually
14 acceptable, impartial third party to act as mediator, and share the costs of same, if any. The mediator
15 shall have no authority to impose a settlement, but shall assist the parties in a good-faith attempt to
16 reconcile differences and resolve the grievance. If KING COUNTY and the UNION do not agree to
17 mediation, or if mediation fails, the grievance will proceed to arbitration. KING COUNTY and the
18 UNION may agree that the mediator will act as arbitrator, or select a different arbitrator as provided
19 below.

20 B. Selection of Arbitrator: KING COUNTY and the UNION shall select an impartial
21 third party to serve as arbitrator. In the event the parties are unable to agree upon an arbitrator, then
22 the arbitrator will be selected from a list provided by the Federal Mediation and Conciliation Service
23 or the American Arbitration Association. The American Arbitration Association shall be used in the
24 event that the parties do not select the Federal Mediation and Conciliation Service.

25 C. At any time during the term of this AGREEMENT, KING COUNTY and the UNION
26 may agree on a list of mutually acceptable arbitrators. Any arbitrator on the list may be selected
27 according to availability to schedule a hearing at the parties' convenience.
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1 D. The arbitrator shall provide a decision in writing to both parties within a reasonable
2 period of time following the close of the hearing.

3 E. The power and authority of the arbitrator shall be to hear and decide each grievance
4 and shall be strictly limited to determining the meaning and interpretation of the terms of the
5 AGREEMENT.

6 1. The arbitrator shall not have the authority to add to, subtract from or modify
7 this AGREEMENT, nor to limit or impair any common law right of KING COUNTY or the
8 UNION. The arbitrator's decision, including upholding, modifying or setting aside any disciplinary
9 action or the award of lost wages and benefits, shall be in accordance with the federal laws and the
10 laws of the State of Washington, and shall be final and binding on all parties.

11 2. The decision of the arbitrator shall be based solely on the evidence and
12 arguments presented by the parties.

13 F. The parties agree that the power and jurisdiction of any arbitrator chosen shall be
14 limited to deciding whether there has been a violation of a provision of this AGREEMENT.

15 G. The expense of the impartial arbitrator shall be borne equally by both parties and
16 each party is responsible for its own expenses incurred in the preparation and presentation of the
17 arbitration.

1 **ARTICLE 6: LAYOFF AND RECALL**

2 **SECTION 1 - REASON FOR LAYOFF**

3 In the event of a reduction in force due to lack of work, lack of funds or, as defined by
4 Section 3, considerations of efficiency, layoffs shall be by classification. The order of layoff shall be
5 by seniority as defined by Section 3. An employee who is laid off may displace a less senior
6 employee in a lower paying classification if the employee has passed probation in such classification.
7 In lieu of laying off a regular employee, the Director of the Office of Human Resources
8 Management/designee may reassign such employee to a comparable, vacant position, when the
9 Director determines such reassignment to be in the best interest of KING COUNTY.

10 **SECTION 2 - POSITIONS TO BE ELIMINATED**

11 KING COUNTY shall notify the UNION and an affected Employee(s) no less than
12 thirty (30) days prior to the effective date of the elimination of a position.

13 **SECTION 3 - SENIORITY AND LAYOFF PROCEDURE**

14 For purposes of layoff and recall, seniority shall be calculated as total unbroken
15 service in a bargaining unit job classification(s). Approved leave without pay shall not constitute a
16 break in service.

17 **SECTION 4 - RECALL FROM LAYOFF**

18 Employees shall be eligible for recall and reinstatement for two (2) calendar year after
19 the effective date of a layoff, in order of their seniority.

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ARTICLE 7: HOLIDAYS**SECTION 1 - HOLIDAY PAY**

All eligible Employees covered by this AGREEMENT shall be granted the ten (10) holidays specified in Section 3 of this Article, as days off with regular pay for eight (8) hours. If the day of observance coincides with such Employee's regular day off or while on vacation, holiday pay for such day shall be granted in the form of eight (8) hours of vacation time added to the Employee's vacation balance. Any such Employee who works on a day of observance as part of his/her regular work schedule will receive eight (8) hours of holiday pay at the Employee's straight-time rate of pay. In addition, such Employee will also receive overtime pay at the rate of one and one-half (1-1/2) his/her straight-time rate of pay for all work performed.

SECTION 2 - DAYS OF OBSERVANCE

The following days are designated as official holidays:

1. January 1, New Year's Day;
2. Third Monday in January, Martin Luther King, Jr. Birthday;
3. Third Monday in February, President's Day;
4. Last Monday in May, Memorial Day;
5. July 4, Independence Day;
6. First Monday in September, Labor Day;
7. November 11, Veteran's Day;
8. Thanksgiving Day and the day immediately following;
9. December 25, Christmas Day;
10. Special or limited holidays as declared by the President of the United States or

Governor of the State of Washington, and as approved by the Metropolitan KING COUNTY Council.

SECTION 3 - PERSONAL HOLIDAYS

Regular Employees shall be granted two personal holidays to be administered through the vacation plan; provided that the hours granted to less than full-time Employees shall be prorated

1 to reflect their normally scheduled work day. One day shall be credited to the Employee's leave
2 balance on the first of October and one day on the first of November.

3 **SECTION 4 - ELIGIBILITY**

4 A. No holiday time shall be allowed when an Employee is (1) off the payroll more than
5 three (3) workdays before the holiday, or (2) off the payroll on the workdays before and after the
6 holiday, or (3) has an unexcused absence on the workday before or after the holiday.

7 B. If an Employee returns from leave the day before a holiday, he/she must work his/her
8 regular workday before and after the holiday in order to receive pay for the holiday, except that when
9 an Employee returns from leave on a holiday and then works the holiday and his/her next three (3)
10 regular workdays, he/she shall receive pay for the holiday.

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1 **ARTICLE 8: VACATION**

2 **SECTION 1 - VACATION ENTITLEMENT**

3 Regular full-time Employees will accrue vacation based upon paid straight-time hours
4 according to the schedule set forth below:

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6 **TABLE FOR FULL VACATION ACCRUAL**

7 COMPLETED	8 MAXIMUM HOURS	9 MAXIMUM HOURS
10 YEARS OF ACTIVE	11 PER YEAR	12 PER PAY PERIOD
13 SERVICE		
14 Less Than 1	---	3.680
15 1	96	3.680
16 2	96	3.680
17 3	96	3.680
18 4	96	3.680
19 5	120	4.600
20 6	120	4.600
21 7	120	4.600
22 8	128	4.905
23 9	128	4.905
24 10	160	6.135
25 11	160	6.135
26 12	160	6.135
27 13	160	6.135
28 14	160	6.135
15	160	6.135
16	168	6.440
17	176	6.745
18	184	7.050
19	192	7.360
20	200	7.665
21	208	7.970

TABLE FOR FULL VACATION ACCRUAL		
COMPLETED YEARS OF ACTIVE SERVICE	MAXIMUM HOURS PER YEAR	MAXIMUM HOURS PER PAY PERIOD
22	216	8.280
23	224	8.585
24	232	8.890
25	240	9.200

The maximum hours per pay period figures above are based upon the assumption that an Employee has eighty (80) paid hours in a pay period. If the Employee has less than eighty (80) paid hours, the Employee will accrue pro rata vacation based on actual paid straight-time hours. Paid hours include the following types of pay: regular time, vacation time, sick leave pay, funeral leave pay, jury duty pay, military leave pay, holiday pay, and personal holiday pay.

SECTION 2 - ACTIVE SERVICE

The vacation accrual rates set forth in Section 1 will be based upon completed years of active service since the Employee's most recent date of hire with KING COUNTY. Active service will not include unpaid leaves of absence which exceed thirty (30) consecutive calendar days. Scheduled increases in the accrual rate will become effective with the first bi-weekly pay period following the completion of the necessary years of active service.

SECTION 3 - VACATION USAGE

- A. Employees shall be paid for vacation up to a maximum of eight (8) hours per day.
- B. Vacation time may not be taken during the first three (3) months of employment. Thereafter, an Employee may take vacation after the pay period in which it is earned, subject to the scheduling provisions of Section 4.
- C. Vacation time may be taken in blocks of four (4) hours or more.

SECTION 4 - SCHEDULING VACATIONS

Employees seeking to use vacation hours must request prior approval from their supervisor. The decision to approve or deny a request to use vacation shall be based on operational needs.

SECTION 5 - MAXIMUM ACCRUAL

Employees may accrue a maximum of four hundred and eighty (480) hours of vacation. Employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave unless the Employee is prevented by KING COUNTY from taking vacation. The department director must give written permission for the Employee prior to the accrual of vacation in excess of the applicable maximum. This excess vacation must be taken within six (6) months of the date the excess accrual was permitted. Failure to use vacation leave within the six (6) months will result in forfeiture of the vacation leave beyond the maximum amount.

SECTION 6 - EMPLOYEE TERMINATION

Employees with less than six (6) months of continuous employment who leave the employ of KING COUNTY will forfeit any vacation time earned. Employees with more than six (6) months of continuous employment who leave the employ of KING COUNTY will receive pay at their current rate of pay for any unused vacation time earned up to their separation date. Provided; however, Employees who are terminated for misappropriation or theft of KING COUNTY funds or property shall not be entitled to payment for any accrued vacation.

SECTION 7 - VACATION - MILITARY LEAVE OF ABSENCE

A. Employees entering military service will be paid for all accrued vacation.

B. Regular Employees who leave KING COUNTY to enter military service and who return to work with KING COUNTY from said military service, within the time frame and under conditions prescribed by law, shall begin accruing vacation at the applicable rate. Time spent on this military leave of absence will be included in determining the applicable accrual rate.

1 **ARTICLE 9: LEAVES OF ABSENCE**

2 **SECTION I - GENERAL**

3 A. Regular Employees may take a leave of absence without pay for periods of twelve
4 (12) months or fewer if authorized in writing by the Employee's supervisor.

5 B. An Employee on leave of absence without pay may return from the leave before its
6 expiration date if the Employee provides his/her supervisor with a written request to that effect at
7 least fifteen (15) days prior to his/her planned return to work.

8 C. Failure to return to work by the expiration date of leave of absence without pay shall
9 result in termination from KING COUNTY employment.

10 D. A leave of absence without pay may be revoked by the Employee's supervisor upon
11 evidence that the leave was requested and granted under false pretenses, or that the need for the leave
12 has ceased to exist.

13 **SECTION 2 - FUNERAL LEAVE**

14 A. Regular, full-time Employees shall be entitled to three (3) working days of leave a
15 year due to the death of members of their immediate family. Immediate family means an
16 Employee's spouse/domestic partner, child, parent, sibling, grandparent, grandchild, parent of an
17 Employee or an Employee's spouse/domestic partner.

18 B. Regular, full-time Employees who have exhausted their leave are entitled to use sick
19 leave in the amount of three (3) days for each instance when death occurs to a member of the
20 Employee's immediate family.

21 C. In cases where no sick leave benefit is authorized or exists, an Employee may be
22 granted leave without pay.

23 **SECTION 3 - JURY DUTY**

24 Regular Employees ordered to serve on a jury shall be entitled to their regular pay;
25 provided that fees for such jury duty are deposited, exclusive of mileage, with KING COUNTY.
26 Employees shall report back to their supervisor when dismissed from jury service during regularly
27 scheduled work hours.
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SECTION 4 - MILITARY LEAVE

A. Except as otherwise provided by state or federal law, the Employee's supervisor shall grant, for a period not exceeding fifteen (15) work days during each calendar year, leaves of absence with pay to regular Employees for the purpose of taking part in active military duty as provided by state law. Provided, that a request for such leave shall be submitted to the supervisor in writing by the Employee and accompanied by a validated copy of military orders ordering such active training duty.

B. The supervisor shall abide by applicable state or federal law in granting any military leave of absence for a period in excess of fifteen (15) work days.

SECTION 5 - VACATION DONATION

Employees may donate their accrued vacation leave in accordance with K.C.C. 3.12.

1 **ARTICLE 10: SICK LEAVE**

2 **SECTION 1 - USE OF SICK LEAVE**

3 A. Regular Employees may use their accrued sick leave for the following reasons:

4 1. The Employee's bona fide illness; provided, that an Employee who suffers an
5 occupational illness may not simultaneously collect sick leave and worker's compensation
6 payments in a total amount greater than the net regular pay of the Employee.

7 2. The Employee's incapacitating injury, provided that:

8 a. An Employee injured on the job may not simultaneously collect sick
9 leave and worker's compensation payments in a total amount greater than the net
10 regular pay of the Employee;

11 3. Exposure to contagious diseases and resulting quarantine.

12 4. A female Employee's temporary disability caused by or contributed to by
13 pregnancy and childbirth.

14 5. The Employee's medical or dental appointments, provided that the
15 Employee's supervisor has approved the use of sick leave for such appointments.

16 6. To care for the Employee's child or the child of an Employee's domestic
17 partner if the following conditions are met:

18 a. The child is under the age of eighteen;

19 b. The Employee is the natural parent, stepparent, adoptive parent, legal
20 guardian or other person having legal custody and control of the child;

21 c. The Employee's child or the child of an Employee's domestic partner
22 has a health condition requiring the Employee's personal supervision during the hours
23 of his/her absence from work;

24 d. The Employee actually attends to the child during the absence from
25 work.

26 7. Employees shall be entitled to use sick leave in the maximum amount of three
27 (3) days for each instance where such Employee is required to care for immediate family
28 members who are seriously ill.

1 8. Up to one (1) day of sick leave may be used by a male Employee for the
2 purpose of being present at the birth of his child.

3 The ability to work regularly is a requirement of continued employment. Employees who are
4 absent repeatedly may be separated on a nondisciplinary basis. Employees whose absences precede
5 or follow regular days off or follow some other pattern, or who abuse sick leave will be subject to
6 disciplinary action. KING COUNTY may, at its discretion, visit or call Employees at home to verify
7 illness.

8 **SECTION 2 - ACCUMULATION OF SICK LEAVE**

9 All Employees, unless otherwise identified in this AGREEMENT, shall accumulate
10 sick leave at the rate of 0.046 hours for each hour on regular pay status as shown on the payroll, but
11 not for more than forty (40) hours per week. Such Employees shall not be entitled to sick leave with
12 pay during the first thirty (30) days of employment. There shall be no limit on the amount of sick
13 leave that can be accumulated.

14 **SECTION 3 - PAYMENT OF SICK LEAVE**

15 A. Payment shall be computed on the basis of a maximum of eight (8) hours straight-time
16 pay per day for each workday absent.

17 B. No Employee shall be paid sick leave in excess of his/her accumulated sick leave.

18 C. Upon separation from employment as a result of death or service retirement as defined
19 by the Washington State Public Employee's Retirement System, an Employee or his/her estate shall
20 be paid thirty-five percent (35%) of accumulated sick leave based on the rate of pay in effect at time
21 of separation.

22 D. No payment will be made to an Employee who terminates from KING COUNTY for
23 any other reason.

24 **SECTION 4 - USE OF VACATION TIME**

25 After all accumulated sick leave has been exhausted, the use of vacation time in
26 conjunction with sick leave shall be allowed for illness when a medical statement, acceptable to
27 KING COUNTY, has been submitted verifying that the Employee was unable to perform the duties
28 of his/her position.

SECTION 5 - SICK LEAVE DONATION

Employees may donate their accrued sick leave in accordance with K.C.C. 3.12.

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1 **ARTICLE 11: BENEFITS**

2 **SECTION 1 - LEVEL OF BENEFITS**

3 KING COUNTY currently participates in group insurance plans. KING COUNTY agrees to
4 maintain the level of benefits as currently provided by these plans and pay premiums as current
5 practice, during the life of the AGREEMENT unless modified by the Labor-Management Insurance
6 Committee.

7 **SECTION 2 - CHANGES TO BENEFITS**

8 KING COUNTY and the UNION agree to incorporate changes to employee insurance
9 benefits which KING COUNTY may implement as a result of the agreement of the Labor-
10 Management Insurance Committee referenced above.

11 **SECTION 3 - BUS PASSES**

12 Employees shall be entitled to bus passes as provided by King County ordinances.
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1 **ARTICLE 12: RATES OF PAY**

2 **SECTION 1 - WAGE RATES AND WAGE PROGRESSIONS**

3 A. Wage Rate

- 4 1. 1997: Employees will receive an increase of 2.7% effective January 1, 1997.
- 5 2. 1998 and 1999: Effective January 1, wage rates in effect on December 31 of
- 6 the previous year shall be increased by 90% CPI-W U.S. All Cities, based on September to
- 7 September figures of the prior year. The COLA shall be no lower than 2% and not higher than 6%.

8 B. Employees shall be hired at Step A (70% of top step) of the salary range. Upon

9 satisfactorily completing twelve (12) months of service, Employees will advance to the second step,

10 Step B (80% of top step); upon completion of twelve (12) months of service, Employees will

11 advance to the third step, Step C (90% of top step); upon completion of six (6) months of service,

12 Employees will advance to the fourth step, Step D (95% of top step); and upon completion of a final

13 six (6) months, Employees will advance to the fifth step, Step E (100%). Each step increase shall

14 take effect on the first payroll period that commences on or after the date on which the Employee

15 becomes eligible for the increase.

16 C. Promotion

17 An Employee who is promoted in a bargaining unit classification with a higher salary

18 range will be placed at Step 1 of the range assigned to the new classification or at a step which

19 constitutes at least a minimum of a two step increase above the former rate of pay, whichever is

20 higher; provided, the wage increase will not exceed the top step of the new range, nor will a

21 promotional wage increase exceed 7.5% above the former rate of pay, except where such increase

22 results in being placed at step 1 of the new wage rate. If the application of the above falls between

23 two wage steps, the wage will be set at the lower of the two rates.

24 **SECTION 2 - WORK OUTSIDE OF CLASSIFICATION**

25 A. All assigned work performed outside of classification and in excess of two (2) hours

26 during a shift will be paid at the higher rate of pay for four (4) hours. All assigned work performed

27 outside of classification and in excess of four (4) hours during a shift will be paid at the higher wage

28 rate for eight (8) hours or for any time in excess of eight (8) hours.

1 B. If any Employee is assigned to work at a lower classification, the Employee shall not
2 suffer any reduction in salary; provided, however, that any Employee who applies for and voluntarily
3 accepts a temporary appointment to a lower position shall receive the salary fixed for such lower
4 position.

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1 ARTICLE 13: HOURS OF WORK/OVERTIME**2 SECTION 1 - WORK SHIFTS**

3 Employees shall work five (5) shifts in a work week, each shift consisting of either an
4 eight and one-half (8-1/2) hour period which includes an unpaid one-half (1/2) hour meal period and
5 two (2) paid fifteen minute rest breaks or a nine (9) hour period which includes an unpaid one (1)
6 hour meal period and two (2) paid fifteen (15) minute rest breaks. With the approval of an
7 Employee's immediate supervisor, Employees will be allowed to work alternative, flexible schedules.

8 SECTION 2 - OVERTIME

9 All hours worked in excess of eight (8) hours in the scheduled workday, or more than
10 forty (40) hours in a work-week, or work on a regular day off (RDO) in the scheduled work week
11 shall be paid at one and one-half (1-1/2) times the existing straight-time rate of pay for actual
12 authorized overtime hours worked.

1 **ARTICLE 14: TEMPORARY EMPLOYEES/WORKERS**

2 **SECTION 1 - DEFINITION**

3 Temporary employees and contract workers may be used for a period of time not to
4 exceed six (6) months. However, temporary employees and contract workers may be used for a
5 period of up to one (1) year if approved by KING COUNTY, or for a longer period if agreed to by
6 the UNION.

7 **SECTION 2 - WAGES AND BENEFITS**

8 A. Temporary Employees shall be paid at the current rate in effect for their classification
9 and length of service, but only for hours actually worked. Such Employees are eligible for overtime
10 pay after working more than eight (8) hours in one (1) day, forty (40) hours within one (1) work
11 week and/or for hours worked on holidays.

12 B. The employment period will count for pay purposes and the service will count for
13 seniority accrual and continuous service credit only during a single period of temporary employment;
14 provided, however, when a temporary Employee is separated by KING COUNTY and rehired as a
15 regular Employee within thirty (30) days, the prior service shall be credited as continuous service for
16 purposes of pay only. Any Employee voluntarily resigning or discharged will not be eligible for
17 prior service credit for purposes of pay or benefits if rehired as a regular or temporary Employee.

18 C. Temporary Employees with less than ninety (90) days of service are not eligible for
19 any employee benefits.

20 D. Temporary Employees who are employed for longer than ninety (90) days continuous
21 service and work full-time shall be eligible, beginning the first of the month following the ninety
22 (90) day anniversary for benefits, vacation and sick leave accruals, and holidays.

23 E. KING COUNTY retains the right to recruit directly for regular vacancies.

24 **SECTION 3 - SELECTION AS A REGULAR EMPLOYEE**

25 Temporary employees or contract workers who have been continuously employed in a
26 bargaining unit classification and are selected by KING COUNTY for a regular position in that
27 classification with no break in service at the time of hire into the regular position, will have their
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1 probationary period reduced by one (1) month for each three (3) months of service, up to a maximum
2 of three (3) months.

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1 ARTICLE 15: MODIFICATION PROVISION

2 No modification, alteration, or revision to this AGREEMENT shall be asserted,
3 implemented, or considered a binding modification to this AGREEMENT unless first reduced to
4 writing, identified as such, and signed by KING COUNTY and the UNION.

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1 **ARTICLE 16: SUBCONTRACTING**

2 **SECTION 1**

3 Except as modified by Article 14, KING COUNTY shall not contract out work
4 historically performed by members of the bargaining unit if the contracting of such work eliminates
5 or reduces the normal work load of the bargaining unit. It is understood that all contracts existing on
6 the date this AGREEMENT is signed, which involve the type of work performed by the bargaining
7 unit are an exception to the AGREEMENT. However, KING COUNTY will bargain with the
8 UNION before entering into any commitment which renews or extends these contracts.

9 **SECTION 2**

10 If, in order to secure funding for a specific project, KING COUNTY is required to
11 contract all or part of the work to be performed due to the limitations imposed by the funding
12 agreement, such contracting shall not be considered a violation of this AGREEMENT.

13 **SECTION 3**

14 In the case of a circumstance which is beyond the control of KING COUNTY at the
15 time action is required and which could not reasonably have been foreseen and KING COUNTY is
16 not reasonably able to provide the necessary tools, personnel, or equipment to timely perform the
17 work, KING COUNTY shall be allowed to enter into temporary subcontracting arrangements for this
18 purpose only.

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1 **ARTICLE 17: SAVINGS CLAUSE**

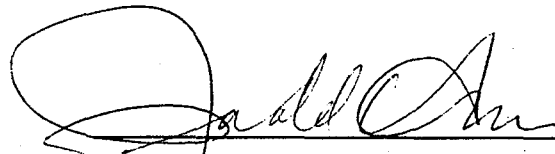
2 Should any provision of this AGREEMENT be rendered or declared invalid because
3 of any existing or subsequent legislation or by any court decision, the remaining provisions of this
4 AGREEMENT shall continue in full force and effect. Both parties agree to immediately attempt to
5 renegotiate such invalidated provisions to comply with the law.

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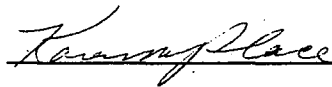
1 **ARTICLE 18: TERM OF AGREEMENT**

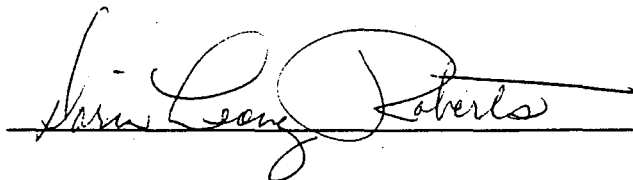
2 This AGREEMENT shall become effective upon full and final ratification and
3 approval by all formal requisite means by the Metropolitan King County Council and shall be
4 effective January 1, 1997 through December 31, 1999, unless the parties agree to a shorter duration.
5 In no event shall the duration of this AGREEMENT be less than one (1) year (December 31, 1997).

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7 Executed this 7 day of April 1997.

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15 KING COUNTY EXECUTIVE

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19 INTERNATIONAL FEDERATION OF PROFESSIONAL
20 AND TECHNICAL ENGINEERS, LOCAL 17

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**IFPTE LOCAL 17
METRO RIDESHARE
1997 WAGE ADDENDUM**

Union Code:
2.7% Increase for 1/1/97

Class Code	Classification	Step A	Step B	Step C	Step D	Step E
290900	Commuter Service Spec.	10.93	12.49	14.04	14.82	15.60
291100	VanPool Service Assistant	9.89	11.30	12.71	13.42	14.13
291800	VanPool Data Assistant	12.96	14.82	16.68	17.60	18.53

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1 MEMORANDUM OF UNDERSTANDING

2 BETWEEN

3 INTERNATIONAL FEDERATION OF PROFESSIONAL

4 AND TECHNICAL ENGINEERS, LOCAL 17

5 AND KING COUNTY

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8 Re: Collective Bargaining Agreement

9
10 The parties agree to extend the terms of the September 1, 1993-August 31, 1996,
11 collective bargaining agreement through December 31, 1996.

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14 For the UNION:

For the COUNTY:

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18 Date 3/11/97

Date 3/13/97

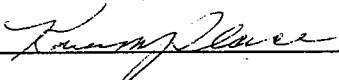
MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17
AND KING COUNTY


Re: Family And Medical Leave

Either party may request to reopen this AGREEMENT to negotiate the effects of an ordinance for Family and Medical Leave if one is passed by the Metropolitan King County Council.

For the UNION:

For the COUNTY:





Date 3/11/97

Date 3/13/97

MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17
AND KING COUNTY

Re: Implementation Of Classification Project

Either party may request to reopen this AGREEMENT to negotiate the effects of implementing the Classification/Compensation Project.

For the UNION:

For the COUNTY:

[Signature]
Date 3/11/97

[Signature]
Date 3/13/97

MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL

AND TECHNICAL ENGINEERS, LOCAL 17

AND KING COUNTY

Re: Release Time For Contract Negotiations

One member of the bargaining unit shall be authorized to meet with COUNTY management during contract negotiations without loss of benefits or accruals. The UNION will limit its representation to no more than one COUNTY employee during negotiations held on COUNTY time, except when the parties mutually agree to exceed such limit.

For the UNION:

For the COUNTY:

Kenneth Place

Robert Kaiton

Date 3/11/97

Date 3/13/97

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MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17
AND KING COUNTY

Re: Alternative Schedules

The parties agree to meet and negotiate changes to the Labor Agreement in the event that KING COUNTY desires to establish a 4-10 work schedule during the term of the January 1, 1997-December 31, 1999 Agreement.

For the UNION:

For the COUNTY:

[Signature]
Date: 3/11/97

[Signature]
Date: 3/13/97