

February 13, 1998  
04200198

MAGGI FIMIA - LARRY PHILLIPS  
GREG NICKELS - KENT PULLEN  
Introduced by BRIAN DERDOWSKI

Proposed No. 98-118

# 13018

ORDINANCE NO.

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

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

SECTION 2. Terms and conditions of said agreement shall be effective from November 1, 1997, through and including October 31, 2000.

INTRODUCED AND READ for the first time this 23<sup>rd</sup> day of

February 19 98.

PASSED by a vote of 12 to 0 this 2<sup>nd</sup> day of

March, 19 98.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Louise Miller  
Chair

ATTEST:

[Signature]

Clerk of the Council

APPROVED this 11 day of March, 19 98.

[Signature]

King County Executive

Attachment:

Collective Bargaining Agreement  
Memorandum of Agreement

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AGREEMENT BETWEEN  
KING COUNTY  
AND

13018

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,  
LOCAL 17  
TRANSIT CHIEFS

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1 Preamble

2           These Articles constitute an agreement, the terms of which have been negotiated in good faith,  
3 between King County and the International Federation of Professional and Technical Engineers,  
4 Local 17. This Agreement will be subject to approval by Ordinance by the County Council of King  
5 County, Washington.

6 Purpose

7           The purpose of this Agreement is to promote the continued improvement of the relationship  
8 between King County, hereafter referred to as the County, and all Employees whose job  
9 classifications are listed in Addendum A represented by the International Federation of Professional  
10 and Technical Engineers, Local 17, hereafter referred to as the Union, and to set forth the wages,  
11 benefits and working conditions of such Employees.

12           In the establishment of this contract, the County and the Union are mutually committed to two  
13 fundamental goals:

14           1. Provide the citizens of King County with top quality transit services, products and facilities  
15 which are safe, efficient and reliable, and which have the flexibility to adapt to the changing  
16 requirements of our community.

17           2. Be an outstanding place for all Employees to work.

18           This labor agreement is intended to support these goals and to uphold and nurture the existing  
19 environment of mutual respect, collaboration and teamwork.

**ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION****Section 1. Union Recognition**

The County recognizes the International Federation of Professional and Technical Engineers, Local 17, AFL-CIO, as the exclusive bargaining representative of all Employees whose job classifications are listed in the attached Addendum A. In recognizing the Union as the exclusive bargaining representative, the County agrees to not effect any change in the wages, benefits or working conditions covered by the terms of this Agreement, except by mutual agreement with the Union.

**Section 2. Union Membership**

A. It is a condition of employment that, within 30 days of the effective date of this Agreement, all Employees covered by this Agreement will become and remain members in good standing in the Union, or pay an agency fee to the Union in lieu of membership. Each Employee covered by this Agreement and hired into the bargaining unit on or after its effective date will, on the thirtieth day following the beginning of such employment, become and remain a member in good standing of the Union, or pay an agency fee to the Union in lieu of membership.

B. An Employee who is a member of a religious organization that, through bona fide religious tenets or teachings, prohibits union membership or the payment of dues or initiation fees to union organizations will pay an amount of money equivalent to regular union dues and initiation fees to a charitable organization mutually agreed upon by the Employee and the Union. Such Employee will furnish the Union with written proof that such payments are being made.

C. Failure by an Employee to abide by the provisions of paragraph A and B will constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union will provide the Employee and the County with 30 days notification of the Union's intent to initiate discharge action. During this period, the Employee may make restitution of the amount which is overdue.

D. Upon request, the County will provide the Union with a current list of all Employees in the bargaining unit. Such list will indicate the Employee's name, section and/or unit, employment status, job classification, date of hire and date of hire into his/her current classification.

1 E. The County will notify the Union whenever an Employee is moved into or out of a  
2 bargaining unit position. The notification will include the Employee's name, section and/or unit,  
3 employment status, job classification, date of hire and effective date of the personnel action.

4 **Section 3. Union Dues Deduction**

5 A. Upon receipt of written authorization individually signed by a bargaining unit  
6 Employee, the County will have deducted from the pay of such Employee the amount of dues or  
7 agency fees as certified by the Union.

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

12 **Section 4. Shop Stewards**

13 The Union has the right to appoint stewards at any location where members of the bargaining  
14 unit are employed.

15 **Section 5. Union activities and representation**

16 An Employee who is authorized to serve as a representative of the Union may visit the work  
17 location of other Employees at reasonable times for the purpose of administering the terms of this  
18 Agreement. If the Union representative is making a worksite visit during his or her regular work  
19 hours, s/he will obtain agreement from his/her supervisor. Before visiting the work location, a Union  
20 representative must contact the supervisor or manager of that work location to insure that the worksite  
21 visit will not unduly interfere with normal operations at the worksite.

22 **Section 6. Union Postings**

23 The County will permit the Union to post or distribute, in Employees' work locations,  
24 announcements of meetings, election of officers, and other Union materials, provided there is  
25 sufficient space beyond what is required by the County for normal operations. Only recognized,  
26 officers, stewards and staff representatives of the Union will be entitled to post and remove Union  
27 materials, and only materials originating from the Union office and bearing the Union logo or  
28 letterhead may be posted on the Union bulletin board space.

1           **Section 7. Retired Employees**

2           The County and the Union recognize the benefit of rehiring retired Employees on a temporary  
3 basis into classifications in which they were previously employed.

4           **Section 8. Non-Discrimination**

5           Neither party will discriminate against any Employee or applicant for employment on account  
6 of membership or non-membership in any labor union or other employee organization.

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1 ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY

2           Neither the County nor the Union will discriminate against any individual with respect to  
3 compensation, terms, conditions, or privileges of employment because of race, color, creed, religion,  
4 national origin, age, ancestry, marital status, gender, sexual orientation or a sensory, mental or  
5 physical disability, except as otherwise provided by law.

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1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 1. Review of Personnel Files**

3 Upon request, an Employee can schedule an appointment to review his/her personnel files.

4 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.

5 An Employee may also review, upon request, any files to which s/he has a legal right to access.

6 **Section 2. Union Representation**

7 An Employee, at his/her request, has a right to Union representation at any meeting which  
8 s/he reasonably believes may lead to disciplinary action against the Employee.

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**ARTICLE 4: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT PLAN****Section 1. Performance Appraisals**

Each Employee will receive regular performance appraisals.

**Section 2. Performance Improvement Plan**

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

- 1) Opportunity for the Employee to be involved in the development of the *Performance Improvement Plan*
- 2) Description of the Employee's specific performance deficiencies
- 3) Specific performance objectives
- 4) Listing of resources available to the Employee, as appropriate
- 5) Specified duration that provides sufficient time for the Employee to make the required improvements
- 6) Scheduled regular review of the Employee's performance with written evaluation to the Employee indicating his/her progress in meeting the specific performance objectives.

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

C. While on a *Performance Improvement Plan*, an Employee will not receive any scheduled salary step increase. If the Employee successfully completes the *Performance Improvement Plan*, the Employee will then receive the delayed salary step increase, effective on the date the *Performance Improvement Plan* was successfully completed. Delayed receipt of a salary step increase will not impact future scheduled salary step increases.

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

5           E. An Employee who is unable to satisfactorily perform the specific performance  
6 objectives of his/her *Performance Improvement Plan* will be subject to demotion or discharge from  
7 employment. Demotions or discharges resulting from a failure to satisfactorily complete a  
8 *Performance Improvement Plan* will be subject to the grievance and arbitration process described in  
9 Article 7.

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**ARTICLE 5: PROBATION****Section 1. Length of Probation**

A. Upon appointment as a regular Employee to a job classification covered by this Agreement, the Employee will serve a six-month probation. An Employee returning to a job classification in which the Employee has already satisfactorily completed probation will not be required to serve a new probation unless the Employee has been out of the job classification for three or more years, or the Employee is returning to the position due to a disciplinary demotion.

B. An Employee's probation may be extended by the County, with the concurrence of the Union.

**Section 2. Credit for Temporary Acting Time**

If an Employee has been working in a job classification on a temporary, acting basis and is then hired into the same position as a regular Employee, any portion of the time spent in the position in an acting capacity may, at the discretion of the County, be counted towards satisfying the Employee's required probationary period.

**Section 3. Dispute resolution****A. Performance**

1) The County may terminate a probationary Employee for unsatisfactory job-performance. The requirements of the Performance Improvement Plan in Article 4 are not applicable for probationary Employees.

2) An Employee who is terminated for unsatisfactory job-performance while on probation may, within 10 days of notice of the notice of termination, request a review of the circumstances with the Manager of Transit Human Resources/designee, or with the immediate supervisor of the individual who made the decision to terminate the Employee. Any failure of the County to execute this review does not constitute a harmful error in the termination nor in any way create a right to grieve or arbitrate the decision.

**B. Discipline**

1) An Employee on probation cannot access the grievance and arbitration provisions of Article 7.

1                   2) An Employee who receives discipline (excluding oral reprimands) up to  
2 and including termination of employment while on probation may, within 10 days of notice of the  
3 discipline, request a review of the circumstances with the Manager of Transit Human  
4 Resources/designee, or with the immediate supervisor of the individual who made the decision to  
5 discipline the Employee. Any failure of the County to execute this review does not constitute a  
6 harmful error in the discipline nor in any way create a right to grieve or arbitrate the decision.

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1 ARTICLE 6: DISCIPLINE

2           A. An Employee may be disciplined for any of the reasons enumerated in the "Discipline"  
3 section of the King County Personnel Guidelines. Discipline may include, but is not limited to,  
4 verbal or written reprimands, delayed salary step increases (except those delays caused by  
5 performance improvement plans), demotion, suspension without pay and/or discharge of the  
6 Employee.

7           B. Prior to any disciplinary action being taken, an investigation will be conducted. The  
8 Employee will be advised of the basis for any disciplinary action and given the opportunity to  
9 respond prior to the implementation of the discipline. The type and severity of disciplinary action  
10 will be consistent with the nature and severity of the behavior that led to the disciplinary action. In  
11 determining appropriate disciplinary action, the County will also consider mitigating circumstances,  
12 which may include the Employee's work record. Probationary employees are not subject to the  
13 definitions or processes in this Article.

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**ARTICLE 7: DISPUTE RESOLUTION PROCEDURES****Section 1. Purpose**

The Union and County recognize that prompt and diligent review of Employee disputes and grievances is vital to the development and continuance of good employee relations and morale. To accomplish this objective, the Union and County will make every effort to settle disputes and grievances quickly and at the lowest possible level of supervision.

**Section 2. Time limits**

Time limits for the dispute resolution processes described below may be extended upon written agreement between the Union and the County. If the County fails to respond within the designated time frames, the Union may pursue the dispute to the next step of the resolution process. If the Union does not pursue the dispute to the next process within the time frames noted, it will be presumed resolved.

**Section 3. Employee Responsibility**

This Agreement provides an Employee with two dispute resolution options, described in sections 4 and 5 below, so that both contractual and non-contractual issues can be effectively resolved. Prior to deciding which option to follow, the Employee will confer with his/her union representative to determine the appropriate process for the Employee's specific concern.

**Section 4. Non-Contractual Dispute Resolution and Mediation**

A. The intent of this provision is to provide the Employee with a formal dispute resolution process for issues for which the grievance and arbitration processes do not apply.

B. An Employee who has a non-contractual dispute is encouraged to exercise his/her rights to pursue dispute resolution and, if appropriate, mediation to resolve the dispute. To initiate this process, the Employee will request a dispute resolution meeting with his/her immediate supervisor. The Employee and his/her supervisor will then meet in an attempt to resolve the dispute. The supervisor, if requested by the Employee, will provide the Employee with a written summary of the meeting and outcome within 20 days of the meeting.

C. If the dispute remains unresolved, the Union may, within 20 days of the Employee's receipt of the written summary, request mediation. The request for mediation will be

1 made, in writing, to Transit Human Resources. Mediation will use a mutually acceptable mediator(s)  
2 and will be concluded within 30 days of the request for mediation.

## 3 **Section 5. Contractual Disputes**

4 **A.** The parties agree that an Employee may use the following grievance process only  
5 for disputes regarding the interpretation and/or application of the express written terms of this  
6 Agreement.

7 **B. Pre-Grievance Meeting:** Before an Employee may file a grievance, the Employee  
8 must, within 20 days of the act or knowledge of the act being grieved, submit to his/her supervisor a  
9 written request for a pre-grievance meeting outlining the date and specific events of concern. The  
10 Employee and his/her supervisor will meet in an attempt to resolve the issue(s) raised by the  
11 Employee. Representatives from the Union and/or the County may attend this meeting if requested.  
12 Within 20 days of receipt of the request, the supervisor will provide the Employee with a written  
13 summary of the meeting, including a statement of the outcome.

### 14 **C. Step One:**

15 1) If the Employee and his/her supervisor are unable to resolve the issue(s) to  
16 the Employee's satisfaction, the Employee may, within 20 days of receipt of the pre-grievance  
17 dispute resolution meeting summary or, if no timely summary was issued, within 20 days from the  
18 date the summary was due, present a written grievance to his/her supervisor. The grievance must  
19 include:

- 20 (a) Description of the action or alleged action which is being grieved
- 21 (b) A copy of the Pre-grievance dispute resolution summary, if issued
- 22 (c) Identification of the provision of this Agreement which has been  
23 violated
- 24 (d) The remedy being sought.

25 2) Upon receipt of a Step One grievance request, a Transit  
26 Supervisor/designee will meet with the Employee in an attempt to resolve the Employee's grievance.  
27 The County must issue a written decision to the Employee and Union within 20 days following  
28 receipt of the Step One grievance request.

**D. Step Two:**

1) If the Step One decision is not satisfactory to the Union or not timely issued, the Union may, within 20 days of the receipt of the Step One response or, if no timely response was issued, within 20 days from the date the response was due, submit a written request for a Step Two hearing of the grievance to Transit Human Resources.

2) Upon receipt of the Step Two grievance request, the Manager of Transit Human Resources/designee and the Section Manager/designee will meet with the Employee and the Union in an attempt to resolve the Employee's grievance. The County must issue a written decision to the Employee and the Union within 20 days of receipt of the Step Two request. This decision will have the concurrence of the Director of the Office of Human Resources Management.

**E. Mediation:**

1) For disputes regarding the discipline of an Employee other than a suspension, demotion or discharge, Mediation is the next and final dispute resolution step. All non-disciplinary disputes and disputes regarding the suspension, demotion or discharge of an Employee may be taken to Mediation with an additional review available through arbitration, or they may be taken directly to arbitration.

2) Should the parties agree that the next appropriate step for the grievance is mediation, the Union may submit a request for mediation to Transit Human Resources. Such request must be received by Transit Human Resources within 20 days of receipt of the Step Two response or, if no timely response was issued, within 20 days from the date the response was due. The process will use a mutually acceptable mediator(s) and will conclude within 30 days of the agreement to pursue Grievance Mediation.

**F. Arbitration:**

1) All non-disciplinary disputes and disputes regarding the suspension, demotion or discharge of an Employee may be taken to arbitration if the Step Two decision is not satisfactory or not timely issued, or if the mediator is unsuccessful at resolving the dispute. To initiate the Arbitration process, the Union must submit a request for arbitration to Transit Human Resources. The request for arbitration must be received by Transit Human Resources within 20 days



1 of receipt of the Step Two response or, if no timely response was issued, within 20 days from the date  
2 the response was due, or, if mediation was attempted, 20 days from the date of the mediation. The  
3 County and the Union will select an impartial third party to serve as arbitrator. In the event the  
4 parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list provided  
5 by the Federal Mediation and Conciliation Services (FMCS) through a mutually acceptable process.

6 2) The power and authority of the arbitrator will be strictly limited to  
7 determining the meaning and interpretation of this Agreement. The arbitrator will not have the  
8 authority to modify this Agreement, nor to limit or impair any common law right of the County or the  
9 Union. The arbitrator's decision will be in accordance with federal and state laws and will be final  
10 and binding on all parties.

11 3) The expense of the arbitration will be borne equally by the County and the  
12 Union. The County and the Union will each bear their own expense for the preparation and  
13 presentation of the arbitration.

14 **Section 6. Unfair Labor Practices**

15 The parties agree that 30 days prior to filing an unfair labor practice (ULP) complaint with the  
16 Public Employment Relations Commission (PERC), the complaining party will notify the other party,  
17 in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing  
18 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
19 relief for the alleged ULP.

**ARTICLE 8: HOLIDAYS****Section 1. Approved Holidays**

All Employees, except temporary Employees, will be granted the following designated holidays with pay:

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

Employees will also be granted any day designated by public proclamation of the Governor of Washington State as a legal holiday. When a designated holiday occurs on a Sunday, the following Monday will be observed as the holiday. When a holiday occurs on a Saturday, the preceding Friday will be observed as the holiday.

**Section 2. Personal Holidays**

Eight hours of holiday time will be credited to each Employee's holiday accrual bank on October 1 and on November 1 of each year.

**Section 3. Work on a Holiday**

An Employee who is required to work on a designated holiday will accrue eight hours of holiday time for such holiday.

**Section 4. Holiday Accrual Bank**

An Employee may accrue up to 40 hours of holiday time, including personal holidays. If an Employee already has a balance of 40 hours of holiday time, no additional holiday time will accrue.

**Section 5. Holiday Cash-out**

No accrued holiday time will be paid in cash except in the event of an Employee's death. In such cases, all accrued holiday time will be paid to the Employee's estate.

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**ARTICLE 9: VACATIONS****Section 1. Accrual Rates**

Regular, full-time and regular, part-time (prorated) Employees will receive vacation accrual as indicated in the following table:

<b>Completed Years of Active Service</b>	<b>Hourly accrual per pay period (Full-time)</b>	<b>Hourly Accrual Rate</b>	<b>Equivalent Annual Vacation Credit (days)</b>
0-4	3.68	0.0460	12
5-7	4.60	0.0575	15
8-9	4.91	0.0614	16
10-15	6.14	0.0768	20
16	6.44	0.0805	21
17	6.75	0.0844	22
18	7.05	0.0881	23
19	7.36	0.0920	24
20	7.67	0.0959	25
21	7.97	0.0996	26
22	8.28	0.1035	27
23	8.59	0.1074	28
24	8.90	0.1113	29
25 and above	9.20	0.1149	30

**Section 2. Vacation Accrual Date**

Each Employee will accrue vacation each biweekly pay period, based on County seniority. County seniority is defined as completed years of service with King County and its predecessor organizations including Metro, the City of Seattle and Metropolitan Transit.

1           **Section 3. Work while on Vacation**

2           No person will be permitted to work for compensation for the County in any capacity during a  
3 time when vacation is being paid.

4           **Section 4. Disposition of Accrual**

5           A. Upon termination, the Employee will be paid for unused vacation, up to a  
6 maximum of 480 hours.

7           B. In the case of separation by death, payment of unused vacation, up to a maximum  
8 of 480 hours, will be made to the Employee's estate or, in applicable cases, as provided by  
9 R.C.W. 49.48.

10          **Section 5. Maximum Accrual**

11          The maximum vacation which an Employee may have in his/her vacation balance on the last  
12 day of the payroll year is 480 hours. An Employee's appointing authority may approve a temporary  
13 carryover of excess vacation leave. At the time of separation, no Employee will be paid for more  
14 than 480 hours.

1 **ARTICLE 10: SICK LEAVE**

2 **Section 1. Accrual Rate**

3 A. Each Employee will accrue sick leave at the rate of 0.0460 hours for each hour on  
4 regular pay status, commencing with the first day of employment.

5 B. There is no limit to the amount of sick leave that an Employee can accrue.

6 **Section 2. Use of Other Accrued Leave**

7 An Employee may choose to use vacation or other accrued leave time as an extension of sick  
8 leave when sick leave has been exhausted.

9 **Section 3. Authorized Uses**

10 Sick leave may be used in accordance with section 14.3.B of the King County Personnel  
11 Guidelines.

12 **Section 4. Disposition of Accrual**

13 A. Separation from King County employment, except by retirement or death, will  
14 cancel all sick leave currently accrued to the Employee. Should an Employee resign in good  
15 standing, or be laid off, and return to the County within three years, his/her accrued sick leave will be  
16 restored.

17 B. An Employee who has at least five years of service and retires as a result of length  
18 of service, or who terminates by reason of death, will receive (or the Employee's estate will receive) a  
19 cash payment equal to 35% of the Employee's accrued sick leave multiplied by the Employee's  
20 salary rate in effect on the date of separation or termination.

1 **ARTICLE 11: OTHER LEAVE BENEFITS**

2 **Section 1. Bereavement Leave**

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

7 **Section 2. Union Leave**

8 If an Employee is elected or appointed to an office in a local of the Union which requires part  
9 or all of his/her time, the Employee will be given, with agreement of the Employee's supervisor or  
10 manager, a leave of absence without pay.

11 **Section 3. Executive Leave**

12 A. Employees represented by this Agreement are FLSA-exempt. However, the nature  
13 of their work sometimes requires them to be on-call for significant periods of time and to work, on an  
14 on-going basis, substantially in excess of the standard work schedule for other County employees.  
15 Therefore, each Employee will be granted five days of executive leave annually. In addition to these  
16 five days of executive leave, an Employee may be granted up to an additional five days of executive  
17 leave, when authorized in writing by his/her immediate supervisor, in recognition of the additional  
18 on-call time, excess work and/or performance expectations required by his/her specific position.

19 B. The yearly executive leave accrual will appear on the Employee's first pay check  
20 in January. Executive leave must be used in the payroll year granted and cannot be carried into the  
21 next payroll year or cashed out. No executive leave will be paid in cash except in the event of an  
22 Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

23 **Section 4. Other Leaves**

24 Each Employee is entitled to other leave benefits as provided for in the King County  
25 Personnel Guidelines.

1 ARTICLE 12: WAGES

2 **Section 1. Wage Rates**

3 Effective November 1, 1997, the wage rates for Employees in the bargaining unit will be as  
4 set forth in Addendum A, attached to this Agreement. Either party may reopen this Agreement at the  
5 conclusion of the County's classification and compensation project.

6 **Section 2. Wage Progression**

7 **A.** If a current County Employee is hired into a bargaining unit position, that  
8 Employee will be placed at a step which provides a minimum five percent increase over the  
9 Employee's former salary, not to exceed the established top step. The appointing authority may place  
10 the promoted Employee at a higher step when the department director determines this action is  
11 warranted based on the criteria set forth in the King County Personnel Guidelines.

12 **B.** An Employee will progress through the steps of his/her salary range as follows:

13 1) An Employee who enters at Step A will progress to step B six months after  
14 the date of his/her permanent appointment. Each subsequent step increase will be effective 12  
15 months after the effective date of the previous step increase.

16 2) An Employee who enters at a step other than Step A will progress to the  
17 next pay step 12 months after the effective date of his/her permanent appointment. Each subsequent  
18 step increase will be effective 12 months after the effective date of the previous step increase.

19 **C.** An Employee who has been at the top step of his/her salary range for two years or  
20 more will be eligible annually for a merit increase of 2.5% or 5% in accordance with the King County  
21 Merit Pay Plan above the top step, at the County's discretion, under the following conditions:

22 1) The Employee has received a performance rating of 4.34 or higher on a  
23 scale of 5 for two or more consecutive years, or  
24 the Employee is currently receiving a merit pay step above the top step, and  
25 continues to receive a rating of 4.34 or higher on a scale of 5 on an annual basis.

26 2) If the Employee's performance rating falls below a 4.34 on a scale of 5 for  
27 any year, the annual merit increase will be discontinued until such time as the Employee again attains  
28 a performance rating of at least 4.34 on a scale of 5 for two consecutive years.



1                   3) An Employee's performance rating and a decision to grant a merit increase  
2 for a rating of 4.34 or higher is not subject to the grievance and arbitration provisions of this  
3 Agreement.

4                   **Section 3. Cost of Living Adjustment (COLA)**

5                   Effective each January 1, wage rates in effect on December 31<sup>st</sup> of the previous year will be  
6 increased by 90% CPI-W U.S. All Cities, based on September-to-September figures of the preceding  
7 year. Such percentage increase will not be less than 2 percent, nor will it be greater than 6 percent.

8                   **Section 4. Acting Assignments -- Salary Credit**

9                   An Employee who is acting in a position and then receives a regular appointment to the same  
10 position will have the acting time credited for purposes of salary step placement and future salary step  
11 increases in the following circumstances: (1) all time in the acting position which is contiguous with  
12 the regular appointment will be credited day-for-day, and (2) any additional time spent in the acting  
13 position that is for a continuous period of three months or more and is within the 12 month period  
14 prior to the regular appointment will also be credited day-for-day.

1 **ARTICLE 13: BENEFITS**

2 **Section 1. Insurance Benefits**

3 A. The County and Union currently participate in the Joint Labor Management  
4 Insurance Committee which is comprised of representatives from the County and its labor unions.  
5 The County and Union agree to continue the Joint Labor-Management Insurance Committee.

6 B. The County presently participates in group medical, dental, vision, life and long-  
7 term disability insurance benefit programs. These programs, and the level of County premium  
8 contributions to these programs, are determined by the Joint Labor Management Insurance  
9 Committee. The County agrees to provide the benefit programs and the level of benefits and  
10 premium contributions as determined by the Joint Labor-Management Insurance Committee.

11 C. Full benefit coverage, as defined by the Joint Labor Management Insurance  
12 Committee, will be provided to all regular part-time (half-time or more) and regular full-time  
13 Employees.

14 **Section 2. Insurance Benefits for Retirees**

15 Benefit options, as defined by the Joint Labor Management Insurance Committee, will be  
16 available to retirees.

17 **Section 3. Transit Passes**

18 Each current and retired Employee will be provided with an annual transit pass at no cost to  
19 the Employee.

20 **Section 4. Clothing Allowance**

21 A. Each Vehicle Maintenance Chief and Facilities Maintenance Chief will have  
22 access to clean clothing provided by County contracted laundry services.

23 B. An Employee who is required to wear safety shoes as a regular part of his/her  
24 duties will be provided safety shoes through a voucher process with a yearly limit of \$120.

25 C. An Employee who is required to work in inclement weather as a regular part of  
26 his/her duties will be provided a Carhart coat, or equivalent, every four years.

1 **ARTICLE 14: WORK ASSIGNMENTS**

2 **Section 1. Alternative Work Schedules**

3 A. An Employee may request an alternative work schedule, which may include  
4 flexible work hours, compressed work weeks, telecommuting and/or job share arrangements.  
5 Approval for an alternative work schedule must be received from the Employee's supervisor. The  
6 decision to allow an alternative work schedule is solely within the County's discretion and approval  
7 may be revoked at any time. The Employee may also choose to return to the standard work schedule  
8 at any time.

9 B. If either the County or the Employee decides to cancel the Employee's alternative  
10 work schedule, written notice must be provided to the other party at least 10 working days prior to the  
11 effective date of the cancellation, except where a written agreement provides other requirements.

12 **Section 2. Work Outside of Classification**

13 A. Temporary Assignments: An Employee may be assigned to a higher level  
14 classification on a temporary basis in accordance with the King County Personnel Guidelines.  
15 However, if the temporary assignment extends beyond six (6) months, the County will review with  
16 the Union the reasons why the acting assignment is still required. A review will occur every six  
17 months, for the duration of the temporary assignment, unless specifically waived by the Union.

18 B. Wages for Temporary Upgrades: In accordance with the King County Personnel  
19 Guidelines, an Employee who is assigned to a temporary upgrade will be paid at the pay step in the  
20 upgrade classification that would constitute a minimum of five percent over the Employee's regular  
21 salary, but not to exceed the top rate of the higher classification.

22 **Section 3. Shift and Worksite Assignments**

23 The County has the right to assign an Employee to a specific worksite and shift for  
24 demonstrable business requirements. When the County finds it necessary to make such an  
25 assignment, the County will, on request from the Union, discuss with the Union the business reasons  
26 for the assignment.

27 **Section 4. Vehicle Maintenance Chief Assignments**

28 A. The County has the right to remove a chief from his/her current shift and place

1 him/her on a different shift when there are documented performance deficiencies which specifically  
2 indicate that the chief is not satisfactorily performing the duties of the shift and has not been able to  
3 bring his/her performance up to a satisfactory level within a reasonable amount of time. The County  
4 will assist the chief in his/her effort to remedy the performance deficiencies by providing training, as  
5 appropriate, and clearly defined performance criteria.

6 **B. Filling temporary chief vacancies in Vehicle Maintenance:**

7 1) When a temporary chief vacancy occurs at a worksite, the supervisor and  
8 chiefs at that worksite will determine how to fill the vacant shift. Temporary upgrades may then be  
9 used to fill any shifts remaining vacant.

10 2) If the temporary vacancy extends, or is expected to extend, beyond one  
11 year, the County will review with the Union the business reasons for the vacancy and the anticipated  
12 duration of the vacancy. Following the one-year review, if the vacancy extends beyond the  
13 previously anticipated duration, the Union may request additional reviews of the circumstances.

14 **C. Filling permanent vacancies for Vehicle Maintenance Base Chief, Electrical  
15 Section Chief & Mechanical Rebuild Chief positions:**

16 1) When a vehicle maintenance base chief, electrical section chief or  
17 mechanical rebuild chief position becomes permanently vacant, the Union may conduct a seniority  
18 move-up on the position, and any positions subsequently open as a result of the move-up.

19 (a) All vehicle maintenance base chiefs, electrical section chiefs and  
20 mechanical rebuild chiefs are eligible to participate in the move-up unless there are documented  
21 performance deficiencies which specifically indicate that the individual is not able to perform the  
22 duties of the vacant position.

23 (b) Administering the move-up, including notification to the  
24 Employees and maintenance of seniority, is the responsibility of the Union. Results of the move-up  
25 are not grievable.

26 (c) Prior to sending notification of a move-up to the Employees, the  
27 Union will notify the County of its intent to conduct a move-up.

28 2) An Employee on a performance improvement plan as described in Article 4

1 may be excluded by the County from participating in a specific move-up.

2 **D. Filling permanent chief vacancies in Vehicle Maintenance specialty shops:**

3 1) This section applies to the following job classifications: Chief of Material  
4 Management (242050); Chief of Inventory Control (242050); Chief of Body Rebuild Section  
5 (241250); Chief of Machine Shop Section (241450); Chief of Paint and Sign Shop (241650); Chief of  
6 Revenue Fleet Inspection (241950); Chief of Maintenance Training(251950).

7 2) When the County is recruiting for a vehicle maintenance chief position for  
8 any of the positions listed in paragraph 1, the recruitment process will include a general  
9 announcement to all Vehicle Maintenance chiefs to encourage interested Employees to apply for the  
10 position.

11 3) The County will give first consideration, in seniority order, to vehicle  
12 maintenance chiefs who have applied for the open position. Nevertheless, when filling a vacancy for  
13 a position listed in paragraph 1 above, the decision of who to hire is vested solely with the County,  
14 and the selection decision is not grievable.

## 1 ARTICLE 15: SUBCONTRACTING

2           The County agrees not to contract out work typically performed by currently employed  
3 members of the bargaining unit if the contracting of such work eliminates or reduces the normal  
4 workload of the bargaining unit. If, in order to secure funding for a specific, time-limited project, the  
5 County is required to contract all or part of the work to be performed due to limitations imposed by  
6 funding agreement, said contracting will not be considered a violation of this article. The County  
7 agrees to provide the Union, upon request, with documentation to support any contracting of work  
8 under the terms of this article.

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## 1 ARTICLE 16: LAYOFF AND RECALL

### 2 **Section 1. Layoff Process**

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

5 B. When a reduction of positions is required, the County and Union will meet and  
6 jointly endeavor to find ways to minimize, or eliminate, the number of Employees who must be laid  
7 off (for example: reassign Employees to vacant positions, locate temporary placement in other  
8 departments, encourage leaves of absence, allow job-sharing, etc.).

9 C. When the elimination of a position will result in an Employee being laid off, the  
10 Employee will be selected by inverse seniority within the layoff group, as defined in sections five and  
11 six of this article.

### 12 **Section 2. Notice**

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

### 16 **Section 3. Recall**

17 A. An Employee who is laid off will have general recall rights to other vacant County  
18 positions, in accordance with the King County Personnel Guidelines, for a period of two years  
19 following the Employee's layoff. In addition, the Employee will retain specific recall rights to the  
20 position from which s/he was laid off for an additional one year period following the end of the two  
21 year general recall period. During the three year specific recall period, the Employee will retain  
22 specific recall rights to the position from which s/he was laid off regardless of whether the Employee  
23 has accepted a different position within the County.

24 B. When the County is filling a bargaining unit position and there are laid-off  
25 Employees who have held such positions within the previous five years, the position will be offered  
26 to such Employees. If there is more than one Employee in such situation, the hiring authority will  
27 decide which Employee will be offered the position.

28 C. When a laid-off Employee applies for, or is referred to, a bargaining unit position

1 and such Employee is unsuccessful in obtaining the position, the Employee will be provided with the  
 2 rationale for non-selection, interview and test scores, and any other documentation used to make the  
 3 determination.

4 **D.** An Employee who is recalled from layoff will have all unpaid sick leave balances  
 5 restored.

6 **Section 4. Outplacement Services**

7 The County will contract with qualified firms to provide outplacement services for Employees  
 8 who have been notified of their impending layoff. Each affected Employee will be allowed to access  
 9 such outplacement services for a period of one year following receipt of their notice of layoff, or to a  
 10 maximum expenditure of \$2,500, whichever comes first.

11 **Section 5. Layoff Seniority**

12 **A.** Seniority is under the jurisdiction of the Union. All questions or grievances  
 13 pertaining to seniority will be settled by the Union.

14 **B.** An Employee who has obtained permanent status in any bargaining unit  
 15 classification and who accepts a position in King County outside of the bargaining unit shall retain  
 16 his/her layoff seniority for one year from the date of transfer.

17 **Section 6. Layoff Groups**

18 Layoff Groups are defined as follows:

Classification Title	Job Classification(s)
Chief of Transit Operations - Base Operations	250050
Chief of Transit Operations - Service Quality	253050
Chief of Transit Operations - Service Communications	253550
Chief of Transit Operations - Training	252350
Chief of Vehicle Maintenance	242050
Chief of Mechanical Rebuild	241550
Chief of Body Rebuild Section	241250
Chief of Electrical Section	241350



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<b>Classification Title</b>	<b>Job Classification(s)</b>
Chief of Machine Shop Section	241450
Chief of Stores	242050
Chief of Maintenance Training	251950
Chief of Facilities & Maintenance	241150
Chief of Power Distribution	241050
Chief of Pass Programs	290300
Chief of Pass Sales	261300
Chief of Rider Information	261100
Coordinator, Customized Services	291600
Coordinator, Information Distribution	262500
Coordinator, Rideshare Service Program	231500
Coordinator, Vanpool Fleet	290700
Coordinator, Operations Planning	291600
Chief of Advertising and Promotions	263100
Chief of Customer Response	261200

1 **ARTICLE 17: TRAINING**

2 **Section 1. Training Opportunities**

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

7 **Section 2. Reimbursement for Training Expenses**

8 An Employee enrolled in a degree program that the County determines to be job-related may  
9 be eligible to receive reimbursement from the County for up to 50% of this program. An Employee  
10 who takes individual classes or courses which management determines to be job-related may be  
11 eligible to receive reimbursement from the County for up to 100% of class fees or course fees. The  
12 decision to provide any reimbursement or initial course approval is solely based upon the County's  
13 discretion and is subject to financial constraints.

**ARTICLE 18: DRUG FREE WORK PLACE**

The Union agrees to comply with all applicable Federal, State and County regulations, ordinances and executive orders with regard to the drug free workplace.

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1 ARTICLE 19: RIGHTS OF MANAGEMENT

2           Except as limited by the express written terms and conditions of this Agreement or by any  
3 practice mutually established by the County and the Union, the management and direction of the  
4 workforce are vested exclusively in the County. In areas where this Agreement is silent, the  
5 management and direction of Employees will be in accordance with King County Personnel  
6 Guidelines and other directives, policies and ordinances, as appropriate.

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1 ARTICLE 20: LABOR MANAGEMENT RELATIONS COMMITTEE

2           The Union and County agree to establish a Labor-Management Relations Committee. Such  
3 committee will meet on an ad hoc basis, no more frequently than once per month, for the purpose of  
4 discussing issues or problems which may arise in contract or policy administration. The Union  
5 Business Representative and the County will co-chair the meeting and determine the appropriate  
6 participants, based on the issues to be discussed.

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1 ARTICLE 21: WORK CONTINUATION

2           The County and the Union agree that the public interest requires the efficient and  
3 uninterrupted performance of all County services. To this end, the Union will not cause or condone  
4 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
5 duties, or other interference with County functions by Employees under this Agreement. If such  
6 interference should occur, however, the Union agrees to take immediate and appropriate steps to end  
7 such interference.

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1 **ARTICLE 22: SAVINGS, SUBORDINATION, WAIVER AND REOPENER**

2 **Section 1. Savings and Subordination**

3 Should any part or provision of this Agreement be rendered or declared invalid because of an  
4 existing or subsequently enacted state or federal legislation or by any decree of a court of competent  
5 jurisdiction, the County and Union agree, upon notification of invalidation, to meet and negotiate  
6 those parts or provisions which are affected. The invalidation of any part of this Agreement will not,  
7 however, invalidate the remaining parts or provisions of the Agreement which will remain in full  
8 force and effect.

9 **Section 2. Waiver**

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

16 **Section 3. Reopener**

17 Either party may reopen this Agreement at the completion of the County's classification and  
18 compensation project with respect to the classifications in this bargaining unit.

1 **ARTICLE 23: DURATION AND MODIFICATIONS**

13018

2 **Section 1. Effective Date**

3 This Agreement shall be effective upon conclusion of the approval process by King County  
4 Council and shall cover the period November 1, 1997 through October 31, 2000.

5 **Section 2. Modification**

6 For the duration of this Agreement, the County and the Union may, with mutual consent,  
7 negotiate modifications, including additions, deletions and changes, to the terms of this Agreement.  
8 No modification will become effective without a written agreement, signed by both the County and  
9 the Union, that defines the specifics of the modification.

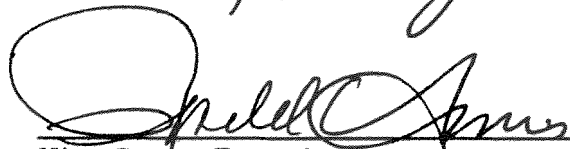
10 **Section 3. Negotiations for Succeeding Agreement**

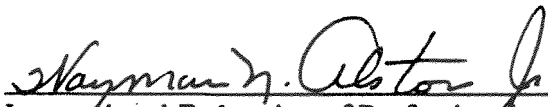
11 Negotiations for the succeeding Agreement may be initiated by either party providing to the  
12 other written notice of its intention to do so. The parties will endeavor to begin negotiations by May,  
13 2000, and agree to begin negotiations no later than August 1, 2000.

14 **Section 4. Extension of Agreement**

15 If negotiations for a new Agreement extend beyond the anniversary date of this Agreement,  
16 the terms of this Agreement will remain in full force and effect until a new Agreement is  
17 consummated or up to November 1, 2001, whichever comes first. This Agreement may be extended  
18 beyond November 1, 2001, with mutual agreement between the Union and the County.

19 APPROVED this 13 day of February, 1998

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23 King County Executive

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28 International Federation of Professional  
and Technical Engineers, Local 17, AFL-CIO



## Job Classifications, Pay Ranges, and Pay Steps

## Section 1. Represented Job Classifications and Pay Ranges

Job Class #	Classification Title	Pay Range
263100	Chief of Advertising and Promotion	22
250050	Chief of Base Operations	22+
241250	Chief of Body Rebuild Section	22+
261800	Chief of Customer Response	22
241350	Chief of Electrical Section	22+
241150	Chief of Facilities & Maintenance	22+
253850	Chief of Facilities Security	22+
260000	Chief of Information Production	22
241450	Chief of Machine Shop Section	22+
251950	Chief of Maintenance Training	22+
241550	Chief of Mechanical Rebuild Section	22+
253900	Chief of Operations Security	22
252350	Chief of Operator Training	22+
241650	Chief of Paint and Sign Shop	22+
290300	Chief of Pass Programs & District	22
261300	Chief of Pass Sales	22
241050	Chief of Power Distribution	24+
241950	Chief of Revenue Fleet Inspection	22+
261100	Chief of Rider Information	22
253550	Chief of Service Communications	22+
253050	Chief of Service Quality	2+
242050	Chief of Stores	22+
242050	Chief of Vehicle Maintenance	22+

Job Class #	Classification Title	Pay Range
291600	Coordinator, Customized Services	22
262500	Coordinator, Information Distribution	21
231500	Coordinator, Rideshare Service Program	21
290700	Coordinator, Vanpool Fleet	22

**Section 2. Pay Steps effective November 1, 1997**

**Annual Salary with equivalent hourly rates.**

Hourly rates are computed by dividing the annual rate by 2088 hours.

Pay Scale	Step A	Step B	Step C	Step D	Step E
21	\$43,460.50	\$47,299.57	\$51,132.65	\$54,965.72	\$58,798.79
	\$20.82	\$22.65	\$24.49	\$26.32	\$28.16
22	\$44,624.46	\$49,208.07	\$53,791.67	\$58,375.28	\$62,958.88
	\$21.37	\$23.57	\$25.76	\$27.96	\$30.15
22 +	\$45,953.98	\$50,676.97	\$55,399.96	\$60,122.94	\$64,845.93
	\$22.01	\$24.27	\$26.53	\$28.79	\$31.06
24 +	\$50,905.44	\$56,120.22	\$61,335.00	\$66,549.78	\$71,764.56
	\$24.38	\$26.88	\$29.38	\$31.87	\$34.37

Memorandum of Agreement  
between  
King County  
and

13018

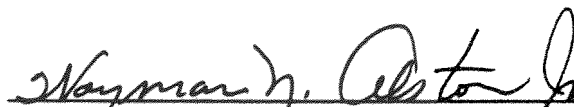
International Federation of Professional and Technical Engineers  
Local 17 (AFL-CIO)  
Transit Division - Chiefs

1. **SUBJECT: One-time Personal Holiday Adjustment.** Effective January 1, 1998, each Employee who was a regular Employee in a position represented by this Agreement on November 1, 1997, will have his/her holiday accrual bank credited with 16 hours of holiday time.
2. **SUBJECT: One-time Cash-out.** Each Employee who has a vacation balance in excess of 480 hours on December 26, 1997, will receive a cash payment for all vacation hours in excess of 480 hours. An affected Employee may request to be excluded from this provision.
3. **SUBJECT: Time in class equity adjustment.** Effective November 1, 1997, each Employee will be placed at the pay step equivalent to the step s/her would have obtained had the 1997 - 2000 Labor Agreement been in force for the previous three and one-half years, but not lower than his/her current wage rate.
4. **SUBJECT: Signing Bonus.** Within one month of Council approval of this Agreement, each Employee who was employed on November 1, 1997, in a bargaining unit position will receive the following cash payment:

\$1,500 for each Employee who directly supervises Amalgamated Transit Union, Local 587 Employees who are receiving a "graveyard shift" premium.

\$1,250 for each Employee who directly supervises Amalgamated Transit Union, Local 587 Employees who are receiving a "swing shift" premium.

\$1,000 for each other employee.

  
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Wayman Alston, Union Representative  
International Federation of Professional and  
Technical Engineers, Local 17

6 JAN 98  
Date

  
\_\_\_\_\_  
Ron Sims, King County Executive  
King County

12 Feb. 98  
Date