

March 4, 1998
04600198

LARRY PHILLIPS KENT PULLEN
Introduced by GREG NICKELS

Proposed No. 98-195

13054

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 (Professional & Technical, Non-Interest Arbitration), representing employees in the Department of Transportation; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the International Federation of Professional & Technical Engineers, Local 17, representing employees in the department of transportation 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 December 15, 1997, through and including December 14, 2000.

INTRODUCED AND READ for the first time this 16th day of

March, 1998.

PASSED by a vote of 13 to 0 this 30th day of

March, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Ronnie Miller
Chair

ATTEST:

J. J. J. J.

Clerk of the Council

APPROVED this 3 day of April, 1998.

[Signature]

King County Executive

Attachment:

Collective Bargaining Agreement

13054

AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL - DEPARTMENT OF
TRANSPORTATION PLANNING (Non-Interest Arbitration)

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1 AGREEMENT BETWEEN

2 INTERNATIONAL FEDERATION OF PROFESSIONAL AND
3 TECHNICAL ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL -
4 DEPARTMENT OF TRANSPORTATION PLANNING (Non-Interest Arbitration)

5 AND

6 KING COUNTY

7
8 ARTICLE 1: PURPOSE

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

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

1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

13054

2 **Section 1.** The Employer recognizes International Federation of Professional and Technical
3 Engineers Local 17 as the exclusive representative of the employees in job classifications as listed in
4 attached Addendum A and Addendum B. The represented employees include all those appointed to
5 regular full-time and regular part-time positions, including probationary employees, and including
6 those in positions funded by grants or contracts.

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

14 Provided, however, that nothing contained in this section shall require an employee to join the
15 Union who can substantiate membership in a church or religious body that, through bona fide
16 religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations,
17 in which case the employee shall pay an amount of money equivalent to regular union dues and
18 initiation fee to a non-religious charitable organization mutually agreed upon by the employee
19 affected and the bargaining representative to which such employee would otherwise pay the dues and
20 initiation fee. The employee shall furnish written proof that such payment has been made.

21 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
22 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
23 of dues or representational fees as certified by the secretary-treasurer of the Union and transmit the
24 same to the Union. The Union will indemnify, defend and hold the County harmless against any
25 claims made and against any suit instituted against the County on account of any check-off of dues
26 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
27 of the check-off provision upon presentation of proper evidence thereof.

1 Provided further that employees covered by this Agreement may decline to be members of the
2 Union and shall pay an amount of money equivalent to regular dues and initiation fee to the Union as
3 representation fee.

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

8 **Section 4.** Failure by an employee to abide by the above provisions shall constitute cause for
9 discharge of such employees; provided that when an employee fails to fulfill the above obligations
10 the Union shall provide the employee and the County with thirty (30) days' notification of the
11 Union's intent to initiate discharge action and during this period the employee may make restitution
12 in the amount which is overdue.

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

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

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

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

26 The County agrees to inform the Union of any contracting out under this section.
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28

1 ARTICLE 3: RIGHTS OF MANAGEMENT

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

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1 **ARTICLE 4: HOLIDAYS**

2 Regular full-time and regular part-time employees shall be granted holidays with pay as
3 provided for in RCW 1.16.050 as amended:

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

14 and any designated by public proclamation of the chief executive of the state as a legal holiday.

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

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

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

22 Scheduled 23 Hours per Week	24 Pro-rated Hours of Annual 25 Holiday Earnings	26 Holiday Compensation for 27 Each of the 12 Holidays
28 35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

An employee must be in a pay status either the employee's scheduled working day before or

1 the employee's scheduled working day after a holiday in order to receive holiday pay. An employee
2 leaving County employment the day prior to the holiday shall not receive holiday pay.

3 Each employee shall receive two (2) additional personal holidays; provided that no employee
4 shall be granted more than 96 hours of holiday time in a calendar year. These days shall be
5 administered through the vacation plan. One (1) day will be added to each employee's vacation
6 accrual on the first day of October and the first day of November of each year. Employees will be
7 able to use these days in the same manner as they use vacation days earned.

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

1 ARTICLE 5: VACATION

2 The hourly accrual rates in the tables in this article are included for information, and shall not
3 be construed to mean that employees in job titles listed in Appendix B are compensated on an hourly
4 basis.

5 **Section 1.** Regular full-time employees shall receive vacation benefits as indicated in the
6 following table. Regular full-time employees on a 35 hour per week or any other work schedule of
7 less than 40 hours per week shall receive monthly vacation credit, equivalent annual vacation credit
8 and maximum vacation accumulation pro-rated as follows: (Length of service shall be total
9 continuous service with Metro and/or King County.)

Beginning Year of Active Service	Annual Leave in Days Per Year	Semi- monthly Accrual Rate Per Pay Day/40 Hours/Week Schedule	Hourly Accrual Rate 40 Hours/Week Schedule	Semi- monthly Accrual Rate Per Pay Day/35 Hours/Week Schedule	Hourly Accrual Rate 35 Hours/Week Schedule
Upon Hire through 12 mos.	12	4.00	0.0462	3.50	0.0462
Beginning of year 2	12	4.00	0.0462	3.50	0.0462
Beginning of year 3	12	4.00	0.0462	3.50	0.0462
Beginning of year 4	12**	4.00	0.0462	3.50	0.0462
Beginning of year 5	12**	4.00	0.0462	3.50	0.0462
Beginning of year 6	15	5.00	0.0577	4.38	0.0577
Beginning of year 7	15	5.00	0.0577	4.38	0.0577
Beginning of year 8	15	5.00	0.0577	4.38	0.0577
Beginning of year 9	16	5.34	0.0616	4.67	0.0616
Beginning of year 10	16	5.34	0.0616	4.67	0.0616
Beginning of year 11	20	6.67	0.0770	5.84	0.0770
Beginning of year 12	20	6.67	0.0770	5.84	0.0770
Beginning of year 13	20	6.67	0.0770	5.84	0.0770

Beginning Year of Active Service	Annual Leave in Days Per Year	Semi-monthly Accrual Rate Per Pay Day/40 Hours/Week Schedule	Hourly Accrual Rate 40 Hours/Week Schedule	Semi-monthly Accrual Rate Per Pay Day/35 Hours/Week Schedule	Hourly Accrual Rate 35 Hours/Week Schedule
Beginning of year 14	20	6.67	0.0770	5.84	0.0770
Beginning of year 15	20	6.67	0.0770	5.84	0.0770
Beginning of year 16	20	6.67	0.0770	5.84	0.0770
Beginning of year 17	21	7.00	0.0808	6.13	0.0808
Beginning of year 18	22	7.34	0.0847	6.42	0.0847
Beginning of year 19	23	7.67	0.0885	6.71	0.0885
Beginning of year 20	24	8.00	0.0923	7.00	0.0923
Beginning of year 21	25	8.34	0.0962	7.29	0.0962
Beginning of year 22	26	8.67	0.1001	7.59	0.1001
Beginning of year 23	27	9.00	0.1039	7.88	0.1039
Beginning of year 24	28	9.34	0.1078	8.17	0.1078
Beginning of year 25	29	9.67	0.1116	8.46	0.1116
Beginning of year 26	30	10.00	0.1154	8.75	0.1154
Maximum Vacation Balance Allowable is 60 days (60 x guaranteed hours)					
Sick Leave is accrued on each payday at the rate of: .04616 hours for each paid hour					
** Note: County employees who were hired on or before 12/31/96 receive 15 days vacation upon completion of three (3) years of service (.0577 hours x paid hours)					

Section 2. For purposes of this Section, employees using accrued vacation shall be paid for such vacation at the base rate of pay in effect at the time of vacation or upon termination; provided that special assignments shall not be considered to be a part of the base rate.

Section 3. Regular employees on a 35 hour work week shall earn and expend vacation credits based on a seven (7) hour day. Regular employees on a 40 hour work week shall earn and expend

1 vacation credits based on an eight (8) hour day. Regular employees on a 7-on/7-off schedule who
2 work a 10-hour day shall accrue vacation benefits at the same rate as 35 hour per week employees
3 and shall expend same on an hour for hour basis. Regular part-time employees shall earn vacation
4 credits based on the number of hours worked per month, pro-rated up to 35-hours per work week.

5 **Section 4.** Regular part-time employees shall accrue vacation leave in accordance with the
6 vacation leave schedule set forth in Section 1 of this Article, provided, however, such accrual rates
7 shall be prorated to reflect the employee's hours of work.

8 **Section 5.** No employee shall work for compensation for the County in any capacity during
9 the time that the employee is on vacation leave.

10 **Section 6.** Employees eligible for vacation leave shall accrue vacation leave from their date
11 of hire.

12 **Section 7.** Vacation leave may be used by FLSA covered employees in one-half hour
13 increments, at the discretion of the appointing authority. FLSA exempt employees may use vacation
14 leave in increments of not less than one (1) day.

15 **Section 8.** Any regular full-time or regular part-time employee who has completed at least
16 one (1) year of service may donate to any other regular employee a portion of his or her accrued
17 vacation for the purpose of supplementing the sick or family leave benefits of the receiving
18 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time
19 rate.

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

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

25 Donated vacation is excluded from vacation payoff provisions.

26 **Section 9.** No employee shall earn the equivalent of one month's vacation credit during a
27 month when the employee is absent without pay more than three working days, and an employee
28 shall not be granted vacation benefits if not previously accrued by the employee.

1 **Section 10.** In cases of separation by death, payment of unused vacation benefits shall be
2 made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

3 **Section 11.** Employees may continue to accrue vacation beyond the maximum of 480 hours
4 if accrued vacation will be lost as a result of a denial of an employee's previously approved and
5 scheduled vacation request. In addition, employees who reach the maximum of 480 hours may
6 continue to accrue vacation through the remainder of the calendar year in which the maximum
7 balance is attained; unused vacation above the 480 hour maximum will be forfeited on December 31
8 of that year.

9 **Section 12.** Employees in regular positions who leave King County employment for any
10 reason after successful completion of six months of County service will be paid for their unused
11 vacation up to the maximum specified herein. Employees shall not be eligible to take or be paid for
12 vacation leave until they have successfully completed their first six months of County service, and if
13 they leave County employment prior to successfully completing their first six months of County
14 service they shall forfeit and not be paid for accrued vacation leave. Regular part-time employees
15 who are employed at least half-time and receive vacation and sick leave and regular full-time
16 employees shall be paid for accrued vacation leave to their date of separation up to the maximum
17 accrual amount if they have successfully completed their first six months of County service and are in
18 good standing. Employees shall forfeit the excess accrual on December 31st of each year.

19 **Section 13.** In cases of separation from County employment by death of an employee who
20 has successfully completed his/her first six months of County service and who has accrued vacation
21 leave, payment of unused vacation leave up to the maximum accrual amount shall be made to the
22 employee's estate or, in applicable cases, as provided for by state law, RCW Title 11.

1 ARTICLE 6: SICK LEAVE

2 The hourly accrual rates are for information, and shall not be construed to mean that
3 employees in job titles listed in Addendum B are compensated on an hourly basis.

4 **Section 1.** Every employee in a regular full-time or regular part-time position shall accrue
5 sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of
6 the employee's position, and an annual rate equal to .04616 hours for each hour in pay status
7 exclusive of overtime up to a maximum of eight hours per month, provided that regular full-time
8 employees shall accrue one day per month; except that sick leave shall not begin to accrue until the
9 first of the month following the month in which the employee commenced employment. The
10 employee is not entitled to sick leave if not previously earned.

11 Examples of the above formula are an employee whose annual work schedule is 2080 hours
12 shall accrue sick leave monthly at a rate of .00384615 times 2080 or eight (8) hours per month. An
13 employee whose annual work schedule is 2088 hours shall accrue sick leave at a rate of .04616 per
14 each 80 hours bi-weekly pay period times 2 payperiod per month or eight (8) hours per month.

15 **Section 2.** Sick leave shall be paid on account of the employee's illness. Regular employees
16 are eligible for payment on account of illness for the following reasons:

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

20 b. The employee's incapacitating injury, provided that:

21 (1) An employee injured on the job may not simultaneously collect sick leave and
22 worker's compensation payments in a total amount greater than the net regular pay of the employee;

23 (2) An employee may not collect sick leave for physical incapacity due to any injury
24 or occupational illness which is directly traceable to employment other than with the County;

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

27 d. Employee exposure to contagious diseases and resulting quarantine;

1 e. Employee keeping medical, dental, or optical appointments, provided that the employee's
2 appointing authority has approved the use of sick leave for such appointments;

3 f. To care for the employee's child or the child of an employee's domestic partner if the
4 following conditions are met:

5 (1) The child is under the age of eighteen;

6 (2) The employee is the natural parent, stepparent, adoptive parent, legal guardian,
7 foster-care parent, or other person having legal custody and control of the child;

8 (3) The employee's child or the child of an employee's domestic partner has a health
9 condition requiring the employee's personal supervision during the hours of his/her absence from
10 work;

11 (4) The employee actually attends to the child during the absence from work;

12 g. Up to one day of sick leave may be used by an employee for the purpose of being present
13 at the birth of his/her child.

14 **Section 3.** Every regular part-time employee shall receive and expend sick leave benefits
15 proportionate to the employee's regular work day. For example: If a regular part-time employee
16 normally works four hours per day and the department's normal work day is eight hours, the
17 employee will receive four hours of sick leave benefits for the month. Employees shall be entitled to
18 use sick leave in the maximum amount of three days for each instance where such employee is
19 required to care for immediate family members who are seriously ill. There shall be no limit on the
20 use of sick leave to care for children under Section 2.f. of this Article.

21 **Section 4.** An employee who has exhausted all of his/her sick leave may use accrued vacation
22 leave as sick leave before going on leave of absence without pay, if approved by his/her appointing
23 authority.

24 **Section 5.** Any regular full-time or regular part-time employee whose sick leave accrual
25 balance exceeds one hundred (100) hours may donate to any other regular full-time or part-time
26 employees a portion of his or her accrued sick leave upon written notice to the donating and receiving
27 employees' department director(s). Sick leave hour donations are strictly voluntary. No employee
28 may donate more than twenty-five (25) hours of his her accrued sick leave in a calendar year.

1 Employees are prohibited from offering or receiving monetary or any other compensation in
2 exchange for donating sick leave hours.

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

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

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

8 **Section 6.** Sick leave may be used by FLSA-covered employees in one-half hour increments
9 at the discretion of the division manager. FLSA-exempt employees use sick leave in increments of
10 not less than one day.

11 **Section 7.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

12 **Section 8.** Division management is responsible for the proper administration of this benefit.
13 In cases where management has uniform documentation to support a history of excessive or patterned
14 absenteeism, an employee may be put on written notice by the Division Manager that for a period not
15 to exceed six (6) months requests for compensation under Article 6. Sick Leave must be
16 accompanied by proof of need.

17 **Section 9.** Separation from King County employment, except by retirement or reason of
18 temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
19 employee. Should the employee resign in good standing and return to the County within two years,
20 accrued sick leave shall be restored.

21 **Section 10.** Accrued sick leave may be used for absence due to temporary disability
22 including that caused or contributed to by pregnancy, but there shall be no requirement to exhaust
23 accrued sick leave prior to taking a leave of absence for such disability.

24 **Section 11.** Employees eligible to accrue sick leave, who have successfully completed at
25 least five years of County service, and who retire as a result of length of service or who terminate by
26 reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as applicable,
27 an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the
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1 employee's rate of pay in effect upon the date of leaving County employment less mandatory
2 withholdings.

3 All, payments shall be made in cash, based on the employee's base rate, and there shall be no
4 deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County
5 health insurance at the COBRA rates.

6 **Section 12.** Employees injured on the job cannot simultaneously collect sick leave and
7 worker's compensation payments greater than net regular pay of the employee. Administrative rules
8 have been established to allow for payments equal to net regular pay of employees qualifying under
9 worker's compensation.

10 **Section 13. Family Care and Death**

11 A. Regular, full-time employees shall be entitled to three (3) working days of
12 bereavement leave a year due to death of members of their immediate family.

13 B. Regular, full-time employees who have exhausted their bereavement leave shall be
14 entitled to use sick leave in the amount of up to three working days for each instance when death
15 occurs to a member of the employee's immediate family.

16 C. For purposes of this section, a "working day" refers to all of the hours an employee
17 is scheduled to work on the day of bereavement leave.

18 D. Regular, full-time employees shall be entitled to use and shall normally have
19 approved sick leave in accordance with King County Guidelines and future King County Guidelines
20 which may expand the use of sick leave.

21 E. In the application of any of the foregoing provisions, when a holiday or regular day
22 off falls within the prescribed period of absence, it shall not be charged against the employee's sick
23 leave bereavement account.

24 F. For the purposes of this section, regular, part-time employees shall be entitled to
25 the same benefits on a prorata basis.

26 **Section 14.** Up to three days of sick leave per year may be used for the purpose of
27 volunteering in a school, in accordance with existing policies and practices.

ARTICLE 7: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 1. Effective on January 1, of each year during the term of this Agreement, the base wage rates in effect the previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index (September to September) with a maximum increase of six per cent but not less than two per cent.

Section 2. The parties agree to replace the existing Merit Pay program with a salary step progression plan, to be constructed of a series of five equal step increases from the current minimum and maximum steps of existing pay ranges. On January 1, 1998, all employees shall be placed on the step equivalent to the step he/she would have reached had the step pay plan been in effect for the previous three and one-half years, but not lower than the current wage. Employees shall advance to the next highest step each year on the anniversary date of their previous step increase.

Section 3. Employees who are at the top step of their salary range will be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's discretion, in accordance with the King County Merit Pay Plan. Employees are eligible for the merit increase who have achieved a performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two consecutive years.

An employee's performance rating and a decision to grant a merit increase is not subject to the grievance and arbitration provisions of Article 13, Dispute Resolution Procedures.

1 ARTICLE 8: HOURS OF WORK AND OVERTIME

2 **Section 1.** For employees in job titles listed in Addendum A (jobs that are not exempt from
3 the Fair Labor Standards Act overtime requirements): the normal work week shall consist of five
4 consecutive work days not to exceed eight hours in a nine hour period. The parties agree that
5 alternative work schedules may be established that are mutually agreed between the employee and
6 employer.

7 **Section 2.** For employees in job titles listed in Addendum A: employees shall be
8 compensated at the rate of time and one-half for all hours worked in excess of the scheduled work
9 shift, or in excess of forty hours in one workweek, or work on a holiday or a regularly scheduled day
10 off. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the
11 employee and approved by the supervisor.

12 **Section 3.** For employees in job titles listed in Addendum B: such employees are employed
13 in a bona fide administrative or professional capacity, and are exempt from overtime payments under
14 the Federal Fair Labor Standards Act. They are covered under the King County Executive Leave Pay
15 and Leave Practices for Executive Administration and Professional Employees policy (Executive
16 Policy PER 8-1-1) and are expected to work the hours necessary to perform their jobs.

17 **Section 4.** If the County decides to establish a forty (40) hour workweek for non-FLSA-
18 exempt Employees currently on a thirty-five (35) hour workweek, the County will meet and negotiate
19 the effects of this change with the Union for those Employees affected.

20 **Section 5.** If the County determines to establish a forty (40) hour work week as the uniform
21 basis for compensation and leave accruals for FLSA exempt Employees, the County will meet and
22 negotiate with the Union the effects of this change for those employees affected.

1 ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE

2 **Section 1.** The County shall maintain the current level of benefits under its medical, dental,
3 vision and life insurance programs during the life of this Agreement.

4 **Section 2.** There shall be established a Labor-Management Insurance Committee comprised
5 of an equal number of representatives from the County and the Labor Union Coalition whose function
6 shall be to review, study, and make recommendations relative to existing medical, dental, and life
7 insurance programs.

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

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1 ARTICLE 10: MISCELLANEOUS

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

4 **Section 2.** The County shall furnish the Union with specific classification specifications for
5 classifications in the bargaining unit descriptive of the function, scope and complexity of the position
6 and the knowledge, abilities and qualifications for the position. The County and the Union shall meet
7 to review proposed modifications and revisions to said specifications prior to implementation.

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

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

14 **Section-5.** The Employer will provide all regular employees with bus passes at no cost in
15 accordance with current practice and County ordinance.

1 ARTICLE 11: DISCIPLINE

2 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, demotion, suspension without pay and/or
5 discharge of the Employee.

6 Prior to any disciplinary action being taken, an investigation will be conducted. The
7 Employee will be advised of the basis for any disciplinary action and given the opportunity to
8 respond prior to the implementation of the discipline. The type and severity of disciplinary action
9 will be consistent with the nature and severity of the behavior that led to the disciplinary action. In
10 determining appropriate disciplinary action, the County will also consider mitigating circumstances,
11 which may include the Employee's work record.

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ARTICLE 12: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENTPLAN

Each Employee will receive regular performance evaluations.

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

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

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

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

When an Employee is unable to satisfactorily perform the specific performance objectives of his/her *Performance Improvement Plan*, the supervisor may extend the period of the *Performance*

1 *Improvement Plan* if the supervisor determines that the Employee may be able to make the required
2 improvements if given more time.

3 An Employee who is unable to satisfactorily perform the specific performance objectives of
4 his/her *Performance Improvement Plan* will be subject to demotion or discharge from employment.

5 Demotions or discharges resulting from a failure to satisfactorily complete a *Performance*
6 *Improvement Plan* will be subject to the grievance and arbitration process in Article 13.

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1 ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

2 **Section 1. Grievance/Arbitration/Mediation.** King County recognizes the importance and
3 desirability of settling grievances promptly and fairly in the interest of continued good employee
4 relations and morale and to this end the following procedure is outlined. To accomplish this, every
5 effort will be made to settle grievances at the lowest possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievances.

8 **A. Definition.**

9 Grievance - An issue raised by an employee relating to interpretation of his/her rights,
10 benefits, or conditions of employment as contained in this Agreement.

11 **B. Procedure.**

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

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

25 *Step 3.* If after thorough evaluation, the decision of the Section Manager has not
26 resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
27 Division Manager. All letters, memoranda and other written materials previously submitted to lower
28 levels of supervision shall be made available for the review and consideration of the Division

March 4, 1998
04300198

LARRY PHILLIPS KENT PULLEN
Introduced by GREG NICKELS

Proposed No. 98-194

ORDINANCE NO. **13053**

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

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the International Federation of Professional & Technical Engineers, Local 17, representing employees in the department of transportation 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 December 15, 1997, through and including December 14, 2000.

INTRODUCED AND READ for the first time this 16th day of

March, 1998.

PASSED by a vote of 13 to 0 this 30th day of

March, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

Zhenis

Clerk of the Council

APPROVED this 8 day of April, 1998.

Saleh Amin
King County Executive

Attachment:

Collective Bargaining Agreement

AGREEMENT 13053
 BY AND BETWEEN
 KING COUNTY AND THE
 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
 ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL (Interest Arbitration)

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1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2 **Section 1.** The Employer recognizes International Federation of Professional and Technical
3 Engineers Local 17 as the exclusive representative of the employees in job classifications as listed in
4 attached Addendum A and Addendum B. The represented employees include all those appointed to
5 regular full-time and regular part-time positions, including probationary employees, and including
6 those in positions funded by grants or contracts.

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

14 Provided, however, that nothing contained in this section shall require an employee to join the
15 Union who can substantiate membership in a church or religious body that, through bona fide
16 religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations,
17 in which case the employee shall pay an amount of money equivalent to regular union dues and
18 initiation fee to a non-religious charitable organization mutually agreed upon by the employee
19 affected and the bargaining representative to which such employee would otherwise pay the dues and
20 initiation fee. The employee shall furnish written proof that such payment has been made.

21 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
22 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
23 of dues or representational fees as certified by the secretary-treasurer of the Union and transmit the
24 same to the Union. The Union will indemnify, defend and hold the County harmless against any
25 claims made and against any suit instituted against the County on account of any check-off of dues
26 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
27 of the check-off provision upon presentation of proper evidence thereof.

1 Provided further that employees covered by this Agreement may decline to be members of the
2 Union and shall pay an amount of money equivalent to regular dues and initiation fee to the Union as
3 representation fee.

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

8 **Section 4.** Failure by an employee to abide by the above provisions shall constitute cause for
9 discharge of such employees; provided that when an employee fails to fulfill the above obligations
10 the Union shall provide the employee and the County with thirty (30) days' notification of the
11 Union's intent to initiate discharge action and during this period the employee may make restitution
12 in the amount which is overdue.

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

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

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

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

26 The County agrees to inform the Union of any contracting out under this section.
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1 ARTICLE 3: RIGHTS OF MANAGEMENT

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

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ARTICLE 4: HOLIDAYS

Regular full-time and regular part-time employees shall be granted holidays with pay as provided for in RCW 1.16.050 as amended:

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

and any designated by public proclamation of the chief executive of the state as a legal holiday.

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

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

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

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

An employee must be in a pay status either the employee's scheduled working day before or

1 the employee's scheduled working day after a holiday in order to receive holiday pay. An employee
2 leaving County employment the day prior to the holiday shall not receive holiday pay.

3 Each employee shall receive two (2) additional personal holidays; provided that no employee
4 shall be granted more than 96 hours of holiday time in a calendar year. These days shall be
5 administered through the vacation plan. One (1) day will be added to each employee's vacation
6 accrual on the first day of October and the first day of November of each year. Employees will be
7 able to use these days in the same manner as they use vacation days earned.

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

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1 ARTICLE 5: VACATION

2 The hourly accrual rates in the tables in this article are included for information, and shall not
3 be construed to mean that employees in job titles listed in Appendix B are compensated on an hourly
4 basis.

5 **Section 1.** Regular full-time employees shall receive vacation benefits as indicated in the
6 following table. Regular full-time employees on a 35 hour per week or any other work schedule of
7 less than 40 hours per week shall receive monthly vacation credit, equivalent annual vacation credit
8 and maximum vacation accumulation pro-rated as follows: (Length of service shall be total
9 continuous service with Metro and/or King County.)

Beginning Year of Active Service	Annual Leave in Days Per Year	Semi- monthly Accrual Rate Per Pay Day/40 Hours/Week Schedule	Hourly Accrual Rate 40 Hours/Week Schedule	Semi- monthly Accrual Rate Per Pay Day/35 Hours/Week Schedule	Hourly Accrual Rate 35 Hours/Week Schedule
Upon Hire through 12 mos.	12	4.00	0.0462	3.50	0.0462
Beginning of year 2	12	4.00	0.0462	3.50	0.0462
Beginning of year 3	12	4.00	0.0462	3.50	0.0462
Beginning of year 4	12**	4.00	0.0462	3.50	0.0462
Beginning of year 5	12**	4.00	0.0462	3.50	0.0462
Beginning of year 6	15	5.00	0.0577	4.38	0.0577
Beginning of year 7	15	5.00	0.0577	4.38	0.0577
Beginning of year 8	15	5.00	0.0577	4.38	0.0577
Beginning of year 9	16	5.34	0.0616	4.67	0.0616
Beginning of year 10	16	5.34	0.0616	4.67	0.0616
Beginning of year 11	20	6.67	0.0770	5.84	0.0770
Beginning of year 12	20	6.67	0.0770	5.84	0.0770
Beginning of year 13	20	6.67	0.0770	5.84	0.0770

Beginning Year of Active Service	Annual Leave in Days Per Year	Semi-monthly Accrual Rate Per Pay Day/40 Hours/Week Schedule	Hourly Accrual Rate 40 Hours/Week Schedule	Semi-monthly Accrual Rate Per Pay Day/35 Hours/Week Schedule	Hourly Accrual Rate 35 Hours/Week Schedule
Beginning of year 14	20	6.67	0.0770	5.84	0.0770
Beginning of year 15	20	6.67	0.0770	5.84	0.0770
Beginning of year 16	20	6.67	0.0770	5.84	0.0770
Beginning of year 17	21	7.00	0.0808	6.13	0.0808
Beginning of year 18	22	7.34	0.0847	6.42	0.0847
Beginning of year 19	23	7.67	0.0885	6.71	0.0885
Beginning of year 20	24	8.00	0.0923	7.00	0.0923
Beginning of year 21	25	8.34	0.0962	7.29	0.0962
Beginning of year 22	26	8.67	0.1001	7.59	0.1001
Beginning of year 23	27	9.00	0.1039	7.88	0.1039
Beginning of year 24	28	9.34	0.1078	8.17	0.1078
Beginning of year 25	29	9.67	0.1116	8.46	0.1116
Beginning of year 26	30	10.00	0.1154	8.75	0.1154
Maximum Vacation Balance Allowable is 60 days (60 x guaranteed hours)					
Sick Leave is accrued on each payday at the rate of: .04616 hours for each paid hour					
** Note: County employees who were hired on or before 12/31/96 receive 15 days vacation upon completion of three (3) years of service (.0577 hours x paid hours)					

Section 2. For purposes of this Section, employees using accrued vacation shall be paid for such vacation at the base rate of pay in effect at the time of vacation or upon termination; provided that special assignments shall not be considered to be a part of the base rate.

Section 3. Regular employees on a 35 hour work week shall earn and expend vacation credits based on a seven (7) hour day. Regular employees on a 40 hour work week shall earn and expend

1 vacation credits based on an eight (8) hour day. Regular employees on a 7-on/7-off schedule who
2 work a 10-hour day shall accrue vacation benefits at the same rate as 35 hour per week employees
3 and shall expend same on an hour for hour basis. Regular part-time employees shall earn vacation
4 credits based on the number of hours worked per month, pro-rated up to 35-hours per work week.

5 **Section 4.** Regular part-time employees shall accrue vacation leave in accordance with the
6 vacation leave schedule set forth in Section 1 of this Article, provided, however, such accrual rates
7 shall be prorated to reflect the employee's hours of work.

8 **Section 5.** No employee shall work for compensation for the County in any capacity during
9 the time that the employee is on vacation leave.

10 **Section 6.** Employees eligible for vacation leave shall accrue vacation leave from their date
11 of hire.

12 **Section 7.** Vacation leave may be used by FLSA covered employees in one-half hour
13 increments, at the discretion of the appointing authority. FLSA exempt employees may use vacation
14 leave in increments of not less than one (1) day.

15 **Section 8.** Any regular full-time or regular part-time employee who has completed at least
16 one (1) year of service may donate to any other regular employee a portion of his or her accrued
17 vacation for the purpose of supplementing the sick or family leave benefits of the receiving
18 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time
19 rate.

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

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

25 Donated vacation is excluded from vacation payoff provisions.

26 **Section 9.** No employee shall earn the equivalent of one month's vacation credit during a
27 month when the employee is absent without pay more than three working days, and an employee
28 shall not be granted vacation benefits if not previously accrued by the employee.

1 Section 10. In cases of separation by death, payment of unused vacation benefits shall be
2 made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

3 Section 11. Employees may continue to accrue vacation beyond the maximum of 480 hours
4 if accrued vacation will be lost as a result of a denial of an employee's previously approved and
5 scheduled vacation request. In addition, employees who reach the maximum of 480 hours may
6 continue to accrue vacation through the remainder of the calendar year in which the maximum
7 balance is attained; unused vacation above the 480 hour maximum will be forfeited on December 31
8 of that year.

9 Section 12. Employees in regular positions who leave King County employment for any
10 reason after successful completion of six months of County service will be paid for their unused
11 vacation up to the maximum specified herein. Employees shall not be eligible to take or be paid for
12 vacation leave until they have successfully completed their first six months of County service, and if
13 they leave County employment prior to successfully completing their first six months of County
14 service they shall forfeit and not be paid for accrued vacation leave. Regular part-time employees
15 who are employed at least half-time and receive vacation and sick leave and regular full-time
16 employees shall be paid for accrued vacation leave to their date of separation up to the maximum
17 accrual amount if they have successfully completed their first six months of County service and are in
18 good standing. Employees shall forfeit the excess accrual on December 31st of each year.

19 Section 13. In cases of separation from County employment by death of an employee who
20 has successfully completed his/her first six months of County service and who has accrued vacation
21 leave, payment of unused vacation leave up to the maximum accrual amount shall be made to the
22 employee's estate or, in applicable cases, as provided for by state law, RCW Title 11.

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1 ARTICLE 6: SICK LEAVE

2 The hourly accrual rates are for information, and shall not be construed to mean that
3 employees in job titles listed in Addendum B are compensated on an hourly basis.

4 **Section 1.** Every employee in a regular full-time or regular part-time position shall accrue
5 sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of
6 the employee's position, and an annual rate equal to .04616 hours for each hour in pay status
7 exclusive of overtime up to a maximum of eight hours per month, provided that regular full-time
8 employees shall accrue one day per month; except that sick leave shall not begin to accrue until the
9 first of the month following the month in which the employee commenced employment. The
10 employee is not entitled to sick leave if not previously earned.

11 Examples of the above formula are an employee whose annual work schedule is 2080 hours
12 shall accrue sick leave monthly at a rate of .00384615 times 2080 or eight (8) hours per month. An
13 employee whose annual work schedule is 2088 hours shall accrue sick leave at a rate of .04616 per
14 each 80 hours bi-weekly pay period times 2 payperiod per month or eight (8) hours per month.

15 **Section 2.** Sick leave shall be paid on account of the employee's illness. Regular employees
16 are eligible for payment on account of illness for the following reasons:

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

20 b. The employee's incapacitating injury, provided that:

21 (1) An employee injured on the job may not simultaneously collect sick leave and
22 worker's compensation payments in a total amount greater than the net regular pay of the employee;

23 (2) An employee may not collect sick leave for physical incapacity due to any injury
24 or occupational illness which is directly traceable to employment other than with the County;

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

27 d. Employee exposure to contagious diseases and resulting quarantine;

1 e. Employee keeping medical, dental, or optical appointments, provided that the employee's
2 appointing authority has approved the use of sick leave for such appointments;

3 f. To care for the employee's child or the child of an employee's domestic partner if the
4 following conditions are met:

5 (1) The child is under the age of eighteen;

6 (2) The employee is the natural parent, stepparent, adoptive parent, legal guardian,
7 foster-care parent, or other person having legal custody and control of the child;

8 (3) The employee's child or the child of an employee's domestic partner has a health
9 condition requiring the employee's personal supervision during the hours of his/her absence from
10 work;

11 (4) The employee actually attends to the child during the absence from work;

12 g. Up to one day of sick leave may be used by an employee for the purpose of being present
13 at the birth of his/her child.

14 **Section 3.** Every regular part-time employee shall receive and expend sick leave benefits
15 proportionate to the employee's regular work day. For example: If a regular part-time employee
16 normally works four hours per day and the department's normal work day is eight hours, the
17 employee will receive four hours of sick leave benefits for the month. Employees shall be entitled to
18 use sick leave in the maximum amount of three days for each instance where such employee is
19 required to care for immediate family members who are seriously ill. There shall be no limit on the
20 use of sick leave to care for children under Section 2.f. of this Article.

21 **Section 4.** An employee who has exhausted all of his/her sick leave may use accrued vacation
22 leave as sick leave before going on leave of absence without pay, if approved by his/her appointing
23 authority.

24 **Section 5.** Any regular full-time or regular part-time employee whose sick leave accrual
25 balance exceeds one hundred (100) hours may donate to any other regular full-time or part-time
26 employees a portion of his or her accrued sick leave upon written notice to the donating and receiving
27 employees' department director(s). Sick leave hour donations are strictly voluntary. No employee
28 may donate more than twenty-five (25) hours of his her accrued sick leave in a calendar year.

1 Employees are prohibited from offering or receiving monetary or any other compensation in
2 exchange for donating sick leave hours.

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

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

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

8 **Section 6.** Sick leave may be used by FLSA-covered employees in one-half hour increments
9 at the discretion of the division manager. FLSA-exempt employees use sick leave in increments of
10 not less than one day.

11 **Section 7.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

12 **Section 8.** Division management is responsible for the proper administration of this benefit.
13 In cases where management has uniform documentation to support a history of excessive or patterned
14 absenteeism, an employee may be put on written notice by the Division Manager that for a period not
15 to exceed six (6) months requests for compensation under Article 6. Sick Leave must be
16 accompanied by proof of need.

17 **Section 9.** Separation from King County employment, except by retirement or reason of
18 temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
19 employee. Should the employee resign in good standing and return to the County within two years,
20 accrued sick leave shall be restored.

21 **Section 10.** Accrued sick leave may be used for absence due to temporary disability
22 including that caused or contributed to by pregnancy, but there shall be no requirement to exhaust
23 accrued sick leave prior to taking a leave of absence for such disability.

24 **Section 11.** Employees eligible to accrue sick leave, who have successfully completed at
25 least five years of County service, and who retire as a result of length of service or who terminate by
26 reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as applicable,
27 an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the
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1 employee's rate of pay in effect upon the date of leaving County employment less mandatory
2 withholdings.

3 All, payments shall be made in cash, based on the employee's base rate, and there shall be no
4 deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County
5 health insurance at the COBRA rates.

6 **Section 12.** Employees injured on the job cannot simultaneously collect sick leave and
7 worker's compensation payments greater than net regular pay of the employee. Administrative rules
8 have been established to allow for payments equal to net regular pay of employees qualifying under
9 worker's compensation.

10 **Section 13. Family Care and Death**

11 A. Regular, full-time employees shall be entitled to three (3) working days of
12 bereavement leave a year due to death of members of their immediate family.

13 B. Regular, full-time employees who have exhausted their bereavement leave shall be
14 entitled to use sick leave in the amount of up to three working days for each instance when death
15 occurs to a member of the employee's immediate family.

16 C. For purposes of this section, a "working day" refers to all of the hours an employee
17 is scheduled to work on the day of bereavement leave.

18 D. Regular, full-time employees shall be entitled to use and shall normally have
19 approved sick leave in accordance with King County Guidelines and future King County Guidelines
20 which may expand the use of sick leave.

21 E. In the application of any of the foregoing provisions, when a holiday or regular day
22 off falls within the prescribed period of absence, it shall not be charged against the employee's sick
23 leave bereavement account.

24 F. For the purposes of this section, regular, part-time employees shall be entitled to
25 the same benefits on a prorata basis.

26 **Section 14.** Up to three days of sick leave per year may be used for the purpose of
27 volunteering in a school, in accordance with existing policies and practices.

ARTICLE 7: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 1. Effective on January 1, of each year during the term of this Agreement, the base wage rates in effect the previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index (September to September) with a maximum increase of six per cent but not less than two per cent.

Section 2. The parties agree to replace the existing Merit Pay program with a salary step progression plan, to be constructed of a series of five equal step increases from the current minimum and maximum steps of existing pay ranges. On January 1, 1998, all employees shall be placed on the step equivalent to the step he/she would have reached had the step pay plan been in effect for the previous three and one-half years, but not lower than the current wage. Employees shall advance to the next highest step each year on the anniversary date of their previous step increase.

Section 3. Employees who are at the top step of their salary range will be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's discretion, in accordance with the King County Merit Pay Plan. Employees are eligible for the merit increase who have achieved a performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two consecutive years.

An employee's performance rating and a decision to grant a merit increase is not subject to the grievance and arbitration provisions of Article 13, Dispute Resolution Procedures.

1 ARTICLE 8: HOURS OF WORK AND OVERTIME

2 **Section 1.** For employees in job titles listed in Addendum A (jobs that are not exempt from
3 the Fair Labor Standards Act overtime requirements): the normal work week shall consist of five
4 consecutive work days not to exceed eight hours in a nine hour period. The parties agree that
5 alternative work schedules may be established that are mutually agreed between the employee and
6 employer.

7 **Section 2.** For employees in job titles listed in Addendum A: employees shall be
8 compensated at the rate of time and one-half for all hours worked in excess of the scheduled work
9 shift, or in excess of forty hours in one workweek, or work on a holiday or a regularly scheduled day
10 off. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the
11 employee and approved by the supervisor.

12 **Section 3.** For employees in job titles listed in Addendum B: such employees are employed
13 in a bona fide administrative or professional capacity, and are exempt from overtime payments under
14 the Federal Fair Labor Standards Act. They are covered under the King County Executive Leave Pay
15 and Leave Practices for Executive Administration and Professional Employees policy (Executive
16 Policy PER 8-1-1) and are expected to work the hours necessary to perform their jobs.

17 **Section 4.** If the County decides to establish a forty (40) hour workweek for non-FLSA-
18 exempt Employees currently on a thirty-five (35) hour workweek, the County will meet and negotiate
19 the effects of this change with the Union for those Employees affected.

20 **Section 5.** If the County determines to establish a forty (40) hour work week as the uniform
21 basis for compensation and leave accruals for FLSA exempt Employees, the County will meet and
22 negotiate with the Union the effects of this change for those employees affected.

1 ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE

2 **Section 1.** The County shall maintain the current level of benefits under its medical, dental,
3 vision and life insurance programs during the life of this Agreement.

4 **Section 2.** There shall be established a Labor-Management Insurance Committee comprised
5 of an equal number of representatives from the County and the Labor Union Coalition whose function
6 shall be to review, study, and make recommendations relative to existing medical, dental, and life
7 insurance programs.

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

1 ARTICLE 10: MISCELLANEOUS

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

4 **Section 2.** The County shall furnish the Union with specific classification specifications for
5 classifications in the bargaining unit descriptive of the function, scope and complexity of the position
6 and the knowledge, abilities and qualifications for the position. The County and the Union shall meet
7 to review proposed modifications and revisions to said specifications prior to implementation.

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

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

14 **Section-5.** The Employer will provide all regular employees with bus passes at no cost in
15 accordance with current practice and County ordinance.

1 ARTICLE 11: DISCIPLINE

2 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, demotion, suspension without pay and/or
5 discharge of the Employee.

6 Prior to any disciplinary action being taken, an investigation will be conducted. The
7 Employee will be advised of the basis for any disciplinary action and given the opportunity to
8 respond prior to the implementation of the discipline. The type and severity of disciplinary action
9 will be consistent with the nature and severity of the behavior that led to the disciplinary action. In
10 determining appropriate disciplinary action, the County will also consider mitigating circumstances,
11 which may include the Employee's work record.

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ARTICLE 12: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENTPLAN

Each Employee will receive regular performance evaluations.

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

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

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

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

When an Employee is unable to satisfactorily perform the specific performance objectives of his/her *Performance Improvement Plan*, the supervisor may extend the period of the *Performance*

1 *Improvement Plan* if the supervisor determines that the Employee may be able to make the required
2 improvements if given more time.

3 An Employee who is unable to satisfactorily perform the specific performance objectives of
4 his/her *Performance Improvement Plan* will be subject to demotion or discharge from employment.
5 Demotions or discharges resulting from a failure to satisfactorily complete a *Performance*
6 *Improvement Plan* will be subject to the grievance and arbitration process in Article 13.

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1 ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

2 **Section 1. Grievance/Arbitration/Mediation.** King County recognizes the importance and
3 desirability of settling grievances promptly and fairly in the interest of continued good employee
4 relations and morale and to this end the following procedure is outlined. To accomplish this, every
5 effort will be made to settle grievances at the lowest possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievances.

8 **A. Definition.**

9 Grievance - An issue raised by an employee relating to interpretation of his/her rights,
10 benefits, or conditions of employment as contained in this Agreement.

11 **B. Procedure.**

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

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

25 *Step 3.* If after thorough evaluation, the decision of the Section Manager has not
26 resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
27 Division Manager. All letters, memoranda and other written materials previously submitted to lower
28 levels of supervision shall be made available for the review and consideration of the Division

1 Manager. He/she may interview the employee and/or his/her representative and receive any
2 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
3 his/her written decision available within fifteen (15) working days. The Division Manager's final
4 pre-arbitration response must be concurred in by the Director of the Office of Human Resources
5 Management. If the matter is not resolved, OHRM will be the Union's contact thereafter in this
6 process. The Division's Manager's final pre-arbitration response must be concurred in by the
7 Director of the Office of Human Resources Management. If the grievance is not pursued to the next
8 higher level within thirty (30) working days, it shall be presumed resolved.

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

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

25 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
26 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
27 in reaching a decision.

1 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
2 equally by both parties.

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

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

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

8 **Section 2. Alternate Dispute Resolution Procedures.**

9 A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP
10 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
11 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
12 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
13 Labor Practice.

14 B. Grievance. After a grievance is initially filed, the following Alternative Dispute
15 Resolution (ADR) process may be followed, with mutual consent. This process will not exceed ten
16 (10) days:

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

19 b. (1) The meeting will include a mediator and the affected parties.

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

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

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

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

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

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g. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This Section does not supersede or preclude any use of grievance mediation later in the grievance process.

1 ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical
5 handicap (SMPH).

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1 ARTICLE 15: SAVINGS CLAUSE

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decrees of a court of competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5 remaining portions hereof, provided, however, upon such invalidation the parties agree immediately
6 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
7 remain in full force and effect.

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

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

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

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

20 a. Discharge.

21 b. Suspension or other disciplinary action as may be applicable to such employee.
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1 ARTICLE 17: WAIVER AND RE-OPENER AGREEMENT

2 **Section 1.** The parties acknowledge that each has had the unlimited right within the law and
3 the opportunity to make demands and proposals with respect to any matter deemed a proper subject
4 for collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not
7 specifically referred to or covered in this Agreement.

8 **Section 2.** No later than sixty (60) days after the implementation of this Agreement, the
9 parties agree to initiate an Interest Based Bargaining process, with the intent to reach agreements on
10 the following subject:

- 11 • On Call status, designations, compensation, conditions;
- 12 • Conditions and standards for leaves without pay (such as sabbaticals, education leaves,
13 etc.);
- 14 • Alternative work schedules, FLSA exempt and non-exempt;
- 15 • Training, and funding for training, technological changes;
- 16 • Seniority for layoff and other purposes (promotion, etc.);
- 17 • Reduction in force procedures;
- 18 • Provision of required safety and job-related clothing, equipment;
- 19 • Alternative work; gradual return to work after on-the-job injury;
- 20 • Provisions for acting assignments, working out of classification, re-classification requests;
- 21 • Income protection (e.g. use of sick leave) when work is interrupted by major catastrophic
22 events;
- 23 • Impacts of Metro/King County consolidation not otherwise addressed in this Agreement;
- 24 • Procedures for posting jobs and conducting interviews;
- 25 • Vacation cash out;
- 26 • Any other subject that may be introduced in accordance with the mutually agreed
27 negotiations ground rules.

1 **Section 3.** Any tentative agreements reached as a result of the Interest Based Bargaining as
2 provided in Section 2 above will be subject to ratification by both parties. If ratified, they will be
3 incorporated into this Agreement and remain in effect for its duration.

4 **Section 4.** Upon completion of the Classification/Compensation Project, either party may
5 request to open negotiations on the effects of the project prior to implementation; however, the Union
6 acknowledges the County's authority to implement classification decisions of the project on the
7 established effective date, for those positions with no pending appeal.

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1 ARTICLE 18: EMPLOYEE RIGHTS

2 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action
3 unless said activities are detrimental to the employee's work performance or the program of the
4 agency.

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any
6 employee for any reason, the employee shall be apprised of his/her rights of appeal and representation
7 as provided for in Article 13 (Dispute Resolution Procedures) of this Agreement.

8 **Section 3.** No employee shall be disciplined or discharged except in accordance with Article
9 11, "Discipline" or Article 12, "Performance Appraisals & Performance Improvement Plan." All
10 investigations related to disciplinary matters will be conducted in a timely manner.

11 **Section 4.** The employee and/or representative may examine the employee's personnel file(s)
12 if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job
13 performance or personal character shall be brought to his or her attention. The employee may
14 challenge the propriety of including it in the file(s). The employee shall have the right to insert
15 documentation into the file(s), providing such documentation is relevant to the challenge.
16 Unauthorized persons shall not have access to employee files or other personal data relating to their
17 employment.

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

1 ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION

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

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1 ARTICLE 20: UNION REPRESENTATION

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

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

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

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

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

1 ARTICLE 21: DURATION


2 This Agreement shall become effective upon the conclusion of the approval process by King
3 County Council and cover the period December 15, 1997 through December 14, 2000.

4 Contract negotiations for the period beginning December 15, 2000 may be initiated by either
5 party providing to the other written notice of its intention to do so prior to October 15, 2000. It is the
6 goal of both parties to conclude negotiations prior to expiration of this Agreement.

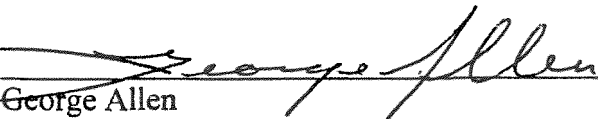
7 Executed this 6th day of March 1998.

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11 Deputy KING COUNTY EXECUTIVE

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14 INTERNATIONAL FEDERATION OF PROFESSIONAL
15 AND TECHNICAL ENGINEERS, LOCAL 17

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18 Karen Place, Union Representative

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20 Employee Representative:

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24 George Allen

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27 Brian Brooke

Employees in the following job titles are covered by this agreement, and are subject to the overtime provisions of the Fair Labor Standards Act:

All employees within the Transit Division, King County Department of Transportation, in the following job titles (except those in positions excluded from the bargaining unit):

Classification Number	Classification Title					
		Step A	Step B	Step C	Step D	Step E
297000	Administrator, LAN	\$15.72	\$16.90	\$18.08	\$19.25	\$20.43
295300	Analyst, Management Services I	\$15.72	\$16.90	\$18.08	\$19.25	\$20.43
272800	Analyst, Transit Data	\$13.52	\$14.53	\$15.53	\$16.54	\$17.54
295100	Assistant, Project	\$14.94	\$16.06	\$17.18	\$18.30	\$19.42
260300	Assistant, Promotions Communications	\$14.94	\$16.06	\$17.18	\$18.30	\$19.42
254100	Assistant, Safety Project	\$12.49	\$13.30	\$14.10	\$14.91	\$15.71
262400	Coordinator, Pass Distribution	\$15.72	\$16.90	\$18.08	\$19.25	\$20.43
297300	Illustrator, Graphics	\$16.53	\$17.77	\$19.01	\$20.24	\$21.48
297400	Illustrator, Graphics Associate	\$14.94	\$16.06	\$17.18	\$18.30	\$19.42
296300	Planner, Transit I	\$14.94	\$16.06	\$17.18	\$18.30	\$19.42
290800	Representative, Vanpool Services	\$16.53	\$17.77	\$19.01	\$20.24	\$21.48
231700	Specialist, Vehicle Maintenance	\$13.52	\$14.53	\$15.53	\$16.54	\$17.54
243400	Specialist, Warranty Claims	\$12.49	\$13.30	\$14.10	\$14.91	\$15.71
231300	Worker, APC Data	\$11.27	\$12.00	\$12.73	\$13.45	\$14.18

ADDENDUM B

13053

Professional and Technical Unit, FLSA exempt:

Classification Number	Classification Title	Step A	Step B	Step C	Step D	Step E
240600	Administrator, Data Mgt.	\$3,272.94	\$3,561.78	\$3,852.36	\$4,141.20	\$4,430.04
295800	Administrator, Facilities Contract	\$3,622.68	\$3,942.84	\$4,261.26	\$4,581.42	\$4,899.84
243500	Administrator, Warranty	\$3,622.68	\$3,942.84	\$4,261.26	\$4,581.42	\$4,899.84
296900	Analyst, Information Systems I	\$3,272.94	\$3,561.78	\$3,852.36	\$4,141.20	\$4,430.04
298200	Analyst, Information Systems I	\$2,735.28	\$2,940.60	\$3,145.92	\$3,349.50	\$3,554.82
298100	Analyst, Information Systems II	\$3,622.68	\$3,942.84	\$4,261.26	\$4,581.42	\$4,899.84
296800	Analyst, Information Systems II	\$3,915.00	\$4,315.20	\$4,717.14	\$5,117.34	\$5,517.54
295400	Analyst, Mgt. Svcs. II	\$3,111.12	\$3,386.04	\$3,660.96	\$3,934.14	\$4,209.06
295500	Analyst, Mgt. Svcs. III	\$3,441.72	\$3,746.22	\$4,050.72	\$4,353.48	\$4,657.98
260100	Analyst, Research	\$3,111.12	\$3,386.04	\$3,660.96	\$3,934.14	\$4,209.06
260900	Assistant Chief of Customer Relations	\$3,272.94	\$3,561.78	\$3,852.36	\$4,141.20	\$4,430.04
261600	Assistant Chief of Rider Information	\$3,272.94	\$3,561.78	\$3,852.36	\$4,141.20	\$4,430.04
297600	Assistant, Administrative Staff	\$2,735.28	\$2,940.60	\$3,145.92	\$3,349.50	\$3,554.82
242500	Assistant, Power Dist. Technical	\$3,441.72	\$3,746.22	\$4,050.72	\$4,353.48	\$4,657.98
296400	Associate, Research	\$3,622.68	\$3,942.84	\$4,261.26	\$4,581.42	\$4,899.84
260200	Associate, Research Senior	\$4,118.58	\$4,541.40	\$4,962.48	\$5,385.30	\$5,806.38
296100	Coordinator, Capital Projects	\$3,718.38	\$4,101.18	\$4,482.24	\$4,865.04	\$5,246.10
242800	Coordinator, Communications Systems	\$3,915.00	\$4,315.20	\$4,717.14	\$5,117.34	\$5,517.54
261700	Coordinator, Customer Services	\$3,111.12	\$3,386.04	\$3,660.96	\$3,934.14	\$4,209.06
295600	Coordinator, Data Management	\$2,735.28	\$2,940.60	\$3,145.92	\$3,349.50	\$3,554.82
295200	Coordinator, Data Management Senior	\$3,441.72	\$3,746.22	\$4,050.72	\$4,353.48	\$4,657.98
652100	Coordinator, Education Program	\$3,272.94	\$3,561.78	\$3,852.36	\$4,141.20	\$4,430.04
262200	Coordinator, Pass Sales Program	\$3,111.12	\$3,386.04	\$3,660.96	\$3,934.14	\$4,209.06
465300	Coordinator, Project Administration	\$3,718.38	\$4,101.18	\$4,482.24	\$4,865.04	\$5,246.10
263300	Coordinator, Promotions Communications	\$2,958.00	\$3,219.00	\$3,480.00	\$3,739.26	\$4,000.26
271200	Coordinator, Revenue Procurement	\$3,111.12	\$3,386.04	\$3,660.96	\$3,934.14	\$4,209.06
290500	Coordinator, Ridematch HERO	\$2,958.00	\$3,219.00	\$3,480.00	\$3,739.26	\$4,000.26
263200	Coordinator, Special Ridership	\$2,735.28	\$2,940.60	\$3,145.92	\$3,349.50	\$3,554.82
296700	Coordinator, Technical Training	\$3,111.12	\$3,386.04	\$3,660.96	\$3,934.14	\$4,209.06
297300	Illustrator, Graphics Senior	\$3,111.12	\$3,386.04	\$3,660.96	\$3,934.14	\$4,209.06
252700	Officer, Transit Safety	\$3,441.72	\$3,746.22	\$4,050.72	\$4,353.48	\$4,657.98
296600	Planner, Maintenance Scheduler	\$3,272.94	\$3,561.78	\$3,852.36	\$4,141.20	\$4,430.04
296200	Planner, Transit II	\$3,111.12	\$3,386.04	\$3,660.96	\$3,934.14	\$4,209.06

1 Manager. He/she may interview the employee and/or his/her representative and receive any
2 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
3 his/her written decision available within fifteen (15) working days. The Division Manager's final
4 pre-arbitration response must be concurred in by the Director of the Office of Human Resources
5 Management. If the matter is not resolved, OHRM will be the Union's contact thereafter in this
6 process. The Division's Manager's final pre-arbitration response must be concurred in by the
7 Director of the Office of Human Resources Management. If the grievance is not pursued to the next
8 higher level within thirty (30) working days, it shall be presumed resolved.

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

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

25 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
26 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
27 in reaching a decision.

1 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
2 equally by both parties.

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

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

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

8 **Section 2. Alternate Dispute Resolution Procedures.**

9 A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP
10 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
11 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
12 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
13 Labor Practice.

14 B. Grievance. After a grievance is initially filed, the following Alternative Dispute
15 Resolution (ADR) process may be followed, with mutual consent. This process will not exceed ten
16 (10) days:

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

19 b. (1) The meeting will include a mediator and the affected parties.

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

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

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

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

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

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g. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This Section does not supersede or preclude any use of grievance mediation later in the grievance process.

1 ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical
5 handicap (SMPH).

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1 ARTICLE 15: SAVINGS CLAUSE

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decrees of a court of competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5 remaining portions hereof, provided, however, upon such invalidation the parties agree immediately
6 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
7 remain in full force and effect.

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ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

a. Discharge.

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

ARTICLE 17: WAIVER AND RE-OPENER AGREEMENT

Section 1. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 2. No later than sixty (60) days after the implementation of this Agreement, the parties agree to initiate an Interest Based Bargaining process, with the intent to reach agreements on the following subject:

- On Call status, designations, compensation, conditions;
- Conditions and standards for leaves without pay (such as sabbaticals, education leaves, etc.);
- Alternative work schedules, FLSA exempt and non-exempt;
- Training, and funding for training, technological changes;
- Seniority for layoff and other purposes (promotion, etc.);
- Reduction in force procedures;
- Provision of required safety and job-related clothing, equipment;
- Alternative work; gradual return to work after on-the-job injury;
- Provisions for acting assignments, working out of classification, re-classification requests;
- Income protection (e.g. use of sick leave) when work is interrupted by major catastrophic events;
- Impacts of Metro/King County consolidation not otherwise addressed in this Agreement;
- Procedures for posting jobs and conducting interviews;
- Vacation cash out;
- Any other subject that may be introduced in accordance with the mutually agreed negotiations ground rules.

1 **Section 3.** Any tentative agreements reached as a result of the Interest Based Bargaining as
2 provided in Section 2 above will be subject to ratification by both parties. If ratified, they will be
3 incorporated into this Agreement and remain in effect for its duration.

4 **Section 4.** Upon completion of the Classification/Compensation Project, either party may
5 request to open negotiations on the effects of the project prior to implementation; however, the Union
6 acknowledges the County's authority to implement classification decisions of the project on the
7 established effective date, for those positions with no pending appeal.

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1 ARTICLE 18: EMPLOYEE RIGHTS

2 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action
3 unless said activities are detrimental to the employee's work performance or the program of the
4 agency.

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any
6 employee for any reason, the employee shall be apprised of his/her rights of appeal and representation
7 as provided for in Article 13 (Dispute Resolution Procedures) of this Agreement.

8 **Section 3.** No employee shall be disciplined or discharged except in accordance with Article
9 11, "Discipline" or Article 12, "Performance Appraisals & Performance Improvement Plan." All
10 investigations related to disciplinary matters will be conducted in a timely manner.

11 **Section 4.** The employee and/or representative may examine the employee's personnel file(s)
12 if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job
13 performance or personal character shall be brought to his or her attention. The employee may
14 challenge the propriety of including it in the file(s). The employee shall have the right to insert
15 documentation into the file(s), providing such documentation is relevant to the challenge.
16 Unauthorized persons shall not have access to employee files or other personal data relating to their
17 employment.

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

1 ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION

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

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1 ARTICLE 20: UNIÓN REPRESENTATION

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

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

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

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

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

ADDENDUM A

Employees in the following job titles are covered by this agreement, and are subject to the overtime provisions of the Fair Labor Standards Act:

All employees within the Transportation Planning Division, King County Department of Transportation, in the following job titles (except those in positions excluded from the bargaining unit:

Classification Number	Classification Title	Step A	Step B	Step C	Step D	Step E
2132	Planner, Transportation II	\$21.90	\$23.39	\$24.88	\$26.37	\$27.86
2130	Assistant, Transportation Planning II	\$18.08	\$19.30	\$20.52	\$21.74	\$22.97
2131	Planner, Transportation I	\$19.89	\$21.24	\$22.59	\$23.94	\$25.29

ADDENDUM B

Professional and Technical Unit, FLSA exempt:

Classification Number	Classification Title					
		Step A	Step B	Step C	Step D	Step E
131400	Administrator, Economic Development Program	\$3,718.38	\$4,101.18	\$4,482.24	\$4,865.04	\$5,246.10
298000	Agent, Real Property III	\$3,622.68	\$3,942.84	\$4,261.26	\$4,581.42	\$4,899.84
661000	Analyst, Grants	\$3,622.68	\$3,942.84	\$4,261.26	\$4,581.42	\$4,899.84
*633	Analyst, Program III	\$3,657.43	\$3,906.77	\$4,156.11	\$4,405.45	\$4,654.79
297900	Coordinator, Capital Projects	\$3,718.38	\$4,101.18	\$4,482.24	\$4,865.04	\$5,246.10
297800	Planner, Transit II	\$3,111.12	\$3,386.04	\$3,660.96	\$3,934.14	\$4,209.06
297700	Planner, Transit III	\$3,718.38	\$4,101.18	\$4,482.24	\$4,865.04	\$5,246.10
2133	Planner, Transportation III	\$3,657.43	\$3,906.77	\$4,156.11	\$4,405.45	\$4,654.79

* This classification will be assigned a new classification number in conjunction with the implementation of this collective bargaining agreement's salary plan.

RECORDS & ELECTIONS
DIVISION

RECEIVED BY: L. Sanchez

March 17, 1998

lkfrpkal/de

98 APR -2 PM 3:34

Introduced By: Maggi Fimia

Proposed No.: 98-199

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ORDINANCE NO. **13055**

AN ORDINANCE establishing the date of an election on the question of annexation to the City of Lake Forest Park concerning an area known as Area A-1, and declaring an emergency.

FINDINGS OF FACT:

1. The city of Lake Forest Park received petitions signed by forty-seven registered voters requesting to be annexed into that city from Area A-1 as more fully described in Exhibit A (legal description revised January 9, 1998) included with city of Lake Forest Park Resolution 523 attached to this ordinance in accordance with chapter 35A.14 RCW.
2. Resolution 523 satisfies the provisions of chapter 35A.14 RCW for qualification for annexation.
3. The city of Lake Forest Park, by Resolution 523, called for a special election on May 19, 1998 to consider the question of the proposed annexation of the area known as Area A-1.
4. Since the King County boundary review board received no request for review as specified in chapter 36.93 RCW, on February 6, 1998 the Review Board, in file 2012, deemed the proposed city of Lake Forest Park - A-1 annexation file approved.
5. Pursuant to chapter 29.13 RCW and chapter 35A.14 RCW, the council deems an emergency exists for the purpose of calling a special election.