



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 1, 2000

Ordinance 13713

Proposed No. 2000-0060

Sponsors Pullen, Nickels and Phillips

1 AN ORDINANCE approving and adopting a Memorandum of
2 Understanding extending the current Collective Bargaining
3 Agreement negotiated by and between King County and the
4 International Federation of Professional and Technical
5 Engineers, AFL-CIO/CLC, Local 17 (Rideshare), representing
6 employees in the Department of Transportation; and
7 establishing the effective date of said Agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

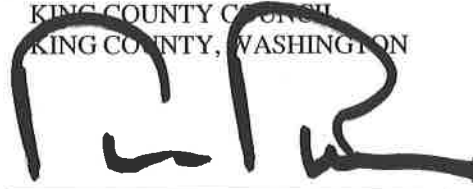
9 SECTION 1. The Collective Bargaining Agreement negotiated between King
10 County and the International Federation of Professional and Technical Engineers, AFL-
11 CIO/CLC, Local 17 (Rideshare), representing employees in the department of
12 transportation, and attached hereto is hereby approved and adopted by this reference
13 made a part hereof.

14 SECTION 2. Terms and conditions of the Memorandum of Understanding,
15 adopting and amending in certain parts the current Collective Bargaining Agreement,
16 shall be effective from January 1, 2000, through and including December 14, 2000.
17

Ordinance 13713 was introduced on 1/24/00 and approved by the Metropolitan King County Council on 1/31/00, by the following vote:


Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 1 - Mr. Nickels

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



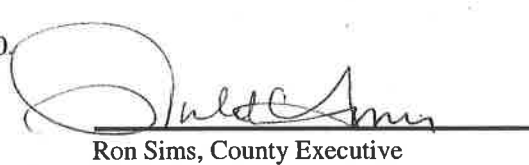
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2 day of February, 2000.



Ron Sims, County Executive

Attachments A. Memorandum of Agreement regarding Wages for Administrative Support Services Occupational Group, B. Memorandum of Understanding between K C& I F P&T E, Local 17 - Rideshare.doc, C. Memorandum of Agreement reTemp& Part-Time Employment, D. Agreement by and between King County and the International Federation of Professional and Technical Engineers, Local 17, E Memorandum of Agreement between IFP&TE and KC 1-1-2000 through 12-14-2000

Attachment A.
Memorandum of Agreement
Regarding
Wages for Administrative Support Services Occupational Group
By and Between
King County
And
Union Bargaining Coalition

WHEREAS King County and the Union Bargaining Coalition, representing International Brotherhood of Teamsters, Local 117; Office & Professional Employees International Union, Local 8; International Federation of Professional & Technical Engineers, Local 17; Service Employees International Union, Public Safety Employees, Local 519; Service Employees International Union, Local 6; and Washington State Council of County and City Employees, have bargained in good faith an agreement on wages and other related provisions;

WHEREAS such bargaining was conducted using a collaborative process designed to meet the interest of the parties, and represents a potential new bargaining direction for the County and its Unions;

WHEREAS the agreement reached by the parties require ratification by each bargaining unit, as part of the ratification process for a new collective bargaining agreement, and the Metropolitan King County Council, therefore,

IT IS HEREBY AGREED that the following provisions represent the agreement reached between King County and the Union Bargaining Coalition:

Duration of the Memorandum of Understanding Between Parties

The parties agree that the duration of the Memorandum of Agreement shall be the period January 1, 1999 through December 31, 2001.

Pay Ranges

The parties agree that the following classifications titles shall be compensated at the pay range and top step pay rates shown below:

Classification Title	Pay Range	1999 Top Step Pay Rate
<i>Fiscal Specialist I</i>	34	\$16.10
<i>Fiscal Specialist II</i>	38	\$17.70
<i>Fiscal Specialist III</i>	42	\$19.43
<i>Fiscal Specialist IV</i>	47	\$21.91
<i>Administrative Specialist I</i>	33	\$15.72
<i>Administrative Specialist II</i>	37	\$17.27
<i>Administrative Specialist III</i>	41	\$18.97
<i>Administrative Specialist IV</i>	46	\$21.38
<i>Customer Services Specialist I</i>	32	\$15.33
<i>Customer Services Specialist II</i>	36	\$16.87
<i>Customer Services Specialist III</i>	40	\$18.53
<i>Customer Services Specialist IV</i>	45	\$20.87
<i>Technical Information Processing Specialist I</i>	32	\$15.33
<i>Technical Information Processing Specialist II</i>	36	\$16.87
<i>Technical Information Processing Specialist III</i>	40	\$18.53
<i>Technical Information Processing Specialist IV</i>	45	\$20.87
<i>Administrative Office Assistant</i>	29	\$14.28
<i>Revenue Processor</i>	37	\$17.27

Effective Date of Pay Range Adjustments and Implementation Bargaining

The parties agree that the effective date of pay range adjustments shall be January 1, 1998, and that the effective date for bargaining unit employees hired after January 1, 1998 shall be their date of hire.

New King County Pay Plan

The parties agree that the above classification titles and pay rates will be placed on a squared, 10 step pay plan reflecting a 40 hour pay rate. Bargaining unit (hourly) employees scheduled to work less than 40 hours will be compensated at the appropriate step in the pay range. Future step progression will be provided as outlined in the applicable labor agreement. The 40 hour pay rate under the squared 10 step pay plan will be adjusted by annual cost of living increases provided for in the applicable labor agreement.

Step Placement on King County Pay Plan and Salary Y-Rating/Freeze

The parties agree that the following provisions apply in determining an employee's appropriate step placement and pay rate for bargaining unit positions:

- When a bargaining unit employee's classification is placed on a new salary range, the employee will be placed on the nearest step in the new range which provides an hourly rate at least 10 cents per hour greater than the employee's then current pay rate.
- When a bargaining unit employee's classification is placed on a new salary range with a top step which is lower than the employee's then current salary, the employee will have his/her then current salary y-rated or frozen. The employee's salary will remain frozen until such time as the application of a cost of living adjustment(s) make the new top step pay rate equal to, or greater than, the employee's y-rated or frozen salary. The employee's pay rate will then be adjusted to the new top step pay rate.

Step Progression

The parties agree that step progression for bargaining unit employees who are currently at the top of their pay range and who are placed at Step 1 of the higher pay range shall be as follows:

- Employees who have been at Step 10 for over 2.5 years are eligible to progress to Step 2.
- Employees who have been at Step 10 for over 5 years are eligible to progress to Step 3.

1999 Cost of Living Adjustment and Implementation of New Pay Ranges***Cost of Living Adjustment***

The parties agree that bargaining unit members shall receive a 2% cost of living increase effective January 1, 1999, consistent with the squared 1999 salary schedule provided that a cost of living increase has not previously been provided to such bargaining unit members.

Retroactive Pay Adjustment

The parties agree that the retroactive pay adjustment shall be the difference between the employee's old pay rate in effect December 31, 1998 and the employee's new pay rate upon placement on the new pay range for all hours worked in 1998. The 1999 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 1999 and the employee's new pay rate upon placement on the new pay range for all hours worked through time of implementation in 1999.

This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 1999 cost of living increase.

Premium for Participating in Coalition Bargaining

The parties agree, as a premium for participating in coalition bargaining, that career service bargaining unit employees who are currently employed and who meet one of the following criteria after the application of the 1999 cost of living adjustment will receive a one-time only payment (less legally required withholding) equal to 2% of compensable wages earned during 1998:

1. Employees whose salaries are y-rated or frozen.
2. Employees who are placed at Step 10 of the new pay range.
3. Employees who lose one or more steps (progression) in the new pay range.
4. Employees who are not y-rated or frozen and who are currently compensated at the 35 hour pay rate on the current salary schedule and whose salary will be placed in a pay range based on the market (40 hour) pay rate on the new salary schedule.

Application of Pay Ranges as a Result of Collective Bargaining with Other Union(s)

Without any value attributed to the above referenced premium, the parties agree that should the County enter into an agreement with a union or otherwise compensate employees in the classifications of Fiscal Specialist I-IV, Administrative Specialist I-IV, Technical Information Processing Specialist I-IV, Customer Services Specialist I-IV and Revenue Processor in any manner greater than those terms of compensation agreed upon for bargaining unit members covered by the Memorandum of Agreement, the Memorandum of Agreement may be reopened by the parties for the purpose of negotiating the application of the more favorable terms of compensation to bargaining unit members represented by the union bargaining coalition.

Coalition Bargaining - Administrative Support Services Occupational Group

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Allocations and Establishment of Pay Rates for Temporary Represented Employees

The parties agree that until such time as temporary positions have been allocated to the above classification titles and appropriate pay rates are established, temporary employees shall continue to receive applicable provisions of their collective bargaining agreement, including step and cost of living increases effective January 1, 1999. Further, the parties agree that temporary represented employees are to be allocated to the new classification titles indicated above.

Review of Allocations for Certain Represented Positions

“Pre-Implementation Review”

The parties agree that the County shall review the allocations of certain represented positions identified by participating Unions as “outliers” as part of the “fine-tuning” process necessary to complete these negotiations. The participating Unions agree to provide a list of “outliers” no later than July 1, 1999. Pay rate adjustments to the new squared 10-step hourly pay grid for classification allocations that are changed as a result of this “pre-implementation” review/fine-tuning will be effective January 1, 1998. The actual implementation of the new classifications will be effective upon ratification of this Memorandum of Agreement by each bargaining unit.

“Post-Implementation Review”

The parties agree that in recognition of the effort of the Union Bargaining Coalition on behalf of their respective members to provide equitable application of the Metropolitan King County Council Motion regarding classification/compensation, the County will request that the Personnel Board, consistent with its current and applicable procedures, establish a priority system for addressing classification allocation appeals. The County recognizes that the unions have an uncontested right to appeal classification determinations to the Personnel Board or as otherwise provided in each respective collective bargaining agreement. The priority system to be recommended to the Personnel Board will be as follows:

1. Appeals that are already in process under the Classification/Compensation Project Appeals Process.
2. Appeals filed by employees whose salaries have been y-rated or frozen.

- 3. Appeals filed by employees who are at Step 10 in the new pay range.
- 4. Appeals filed by employees whose allocation has resulted in a move to a higher step in the new salary schedule from their former step placement under the old salary schedule.
- 5. Other allocation issues identified by unions on behalf of their bargaining unit members due to demonstrated inequities that have been reviewed by the Union Bargaining Coalition with the Office of Human Resources Management.

THE PARTIES HEREBY AGREE to this Memorandum of Agreement dated as follows:

King County:

I agree on behalf of King County:

Ron Sims, County Executive

Date

Union Bargaining Coalition:

I agree on behalf of
International Brotherhood of Teamsters, Local 117:

John A. Williams, Secretary Treasurer

Date

I agree on behalf of
International Federation of Professional & Technical Engineers, Local 17:

Kim Ramsey, Union Representative

Date

I agree on behalf of
Service Employees International Union, Public Safety Employees, Local 519:

Dustin Frederick, Business Manager

Date

I agree on behalf of
Washington State Council of County and City Employees:

Clem Edwards, Staff Representative

Date

I agree on behalf of
Office & Professional Employees International Union, Local 8:

David C. Winders, Union Representative

Date

I agree on behalf of
Service Employees International Union, Local 6:

Irene Eldridge, Negotiator

Date

Attachment B.
MEMORANDUM OF UNDERSTANDING

Between

King County

And

**The International Federation of Professional
and Technical Engineers, Local 17 - Rideshare**

1. This agreement is entered into between King County and the International Federation of Professional and Technical Engineers, *August 13, 1999 RSH and WH per conversation* Local 17 – Rideshare (the “Union.”).
2. This agreement is effective ~~upon signature of the County and the Union.~~
3. The parties recognize that on December 14, 1998, King County adopted King County Family and Medical Leave Act (FMLA) Ordinance 13377 (Hereinafter referred to as “the Ordinance.”) which recognizes the Federal FMLA and specifies the County’s policy with respect to family and medical leave.
4. For purposes of this agreement, the parties agree to accept that all words shall have their ordinary and usual meanings except those as specifically defined in Section 2 of the Ordinance.
5. The parties agree to make the following changes to the collective bargaining agreement between the County and the Union (the “Agreement”).
 - A. The title of Article 10 of the Agreement shall be changed from “Sick Leave’ to “Sick Leave and Family and Medical Leave.”
 - B. Article 10, Section 1 –Use of Sick Leave shall be deleted and replaced with the following:

SECTION 1 – USE OF SICK LEAVE AND FAMILY AND MEDICAL LEAVE

- A. During the first six months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the county upon termination.
- B. For employees covered by the overtime requirements of the Fair Labor Standards Act, sick leave may be used in one-half hour increments at the discretion of the appointing authority.
- C. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.
- D. An employee must use all of his or her accrued sick leave and any donated sick leave before taking unpaid leave for his or her own health reasons. If the injury or illness is compensable under the county's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority. Sick leave shall be used for the following reasons:
1. The employee's bona fide illness, but an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;
 2. The employee's incapacitating injury, but
 - a. An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid status;
 - b. An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the safety and workers' compensation program office in writing at the beginning of the leave;
 - c. An employee may not collect sick leave and worker's compensation time loss payments for physical

incapacity due to any injury or occupational illness which is directly traceable to employment other than with the county.

1. The employee's exposure to contagious diseases and resulting quarantine;
2. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;
3. The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments.
4. To care for the employee's child if the child has an illness or health condition which requires treatment or supervision from the employee.
5. To care for other family members, if:
 - a. The employee has been employed by the county for twelve months or more and has worked a minimum of nine hundred ten hours (thirty-five hour employee) or one thousand forty hours (forty-hour employee) in the preceding twelve months;
 - b. The family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and
 - c. The reason for the leave is one of the following:
 1. The birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve months of the birth, adoption or placement;
 2. The care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

3. Care of a family member who suffers from a serious health condition.

A. An employee may take a total of up to eighteen work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in subsection D. 6 and 7 of this section, combined, within a twelve-month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

1. When leave is taken after the birth of placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority.
2. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or a family member of the employee; and
3. If an employee requests intermittent leave or leave on a reduced leave schedule under subsection E.2 of this section that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

A. Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement. Employees may donate their accrued sick leave in accordance with K.C.C. 3.12.

B. The county shall continue its contribution toward health care benefits during any unpaid leave taken under subsection E. of this section.

C. Department management is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be required to substantiate the health condition of the employee or family member for leave requests.

D. An employee who returns from unpaid family or medical leave within the time provided in this ordinance is entitled, subject to bona fide layoff provisions, to:

- 1a. The same position he or she held when the leave commenced;
- 1b. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

2. The same seniority accrued before the date on which the leave commenced.

A. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from county service.

B. The parties agree that for purposes of vacation leave and time off for approved medical and family reasons under this agreement, an employee may use accrued vacation leave after exhausting all sick leave and before taking unpaid leave.

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

C. Article 10, Section 4 of the Agreement shall be deleted.

Signed this day on behalf of
IFPTE, Local 17 Rideshare

Date

Signed this day on behalf of
King County

Date

**Attachment C.
Memorandum of Agreement
regarding**

**Temporary and Part-Time Employment --
Settlement of *Logan* and *Knox* Cases**

by and between

**Unions Representing King County Temporary and Part-Time Employees
and
King County**

WHEREAS the above-referenced parties are interested in a fair and equitable disposition of the employment issues concerning represented temporary and part-time King County employees; and

WHEREAS the above-referenced parties are also interested in establishing an efficient method to process the claims of eligible *Logan/Knox* class members; therefore,

IT IS HEREBY AGREED that the signatory parties shall adhere to the provisions of this Memorandum of Agreement, which attaches and incorporates by reference the provisions of the *Logan/Knox* Settlement Agreement dated October 17, 1997; therefore, the signatory parties AGREE to the following:

1. Implementation of the terms of the *Logan/Knox* Settlement Agreement shall be pursuant to applicable provisions of the collective bargaining agreement entered into between the parties to this Memorandum of Agreement. While parties to the *Logan/Knox* Settlement Agreement attempted to honor existing bargaining agreements, to the extent provision of the *Logan/Knox* Settlement Agreement are in conflict with the collective bargaining agreement, the collective bargaining agreement shall take precedence.
2. However, if such conflicts exist, the union may elect to proceed under either the provisions of the *Logan/Knox* Settlement Agreement or under the established provisions of the collective bargaining agreement, but not both. The election of procedure shall include, but is not limited to, appeal and/or grievance procedures; procedures for calculating the date of appointment for purposes of seniority and probationary periods; and procedures for filling newly-created and/or vacant positions.
3. Where the collective bargaining agreement is silent, the provisions of the *Logan/Knox* Settlement Agreement shall be followed. Where the provisions of the *Logan/Knox* Settlement Agreement are in conflict with established policies, procedures and/or past practices, the parties may engage in bargaining where appropriate.

4. Where neither the *Logan/Knox* Settlement Agreement nor the collective bargaining agreement govern issues which may arise during implementation of the *Logan/Knox* Settlement Agreement, King County shall apply its established policies and procedures, and/or engage in bargaining, where appropriate.

5. This Memorandum of Agreement constitutes the entire Agreement between the parties. There are no other or further agreements which modify or amplify the terms of this Memorandum of Agreement. The terms of this Agreement are contractual and are not a mere recital.

6. The Union, in executing this Agreement acknowledges that the person or persons signing on its behalf have the authority to bind the Union in its capacity and to the full extent of its authority as the Union Representative for the King County employees that it represents.

THE FOLLOWING SIGNATORY PARTIES HEREBY AGREE to this Memorandum of Agreement dated as follows:

I agree on behalf of King County:

Ricardo Cruz, Director
Office of Human Resources Management

Date

I agree on behalf of the Union:

International Federation of Professional &
Technical Engineers, Local 17

Date

Attachment D.

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

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ARTICLE 1 - UNION/MANAGEMENT RELATIONS.....3
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PARTIES TO THE AGREEMENT

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3 This AGREEMENT is made and entered into by and between KING COUNTY, its successors
4 and assigns and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
5 ENGINEERS, LOCAL 17 (hereinafter referred to as "UNION"), representing those employees of
6 KING COUNTY listed in Addendum "A" of this AGREEMENT (hereinafter referred to as
7 "Employees").
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A. The purpose of this AGREEMENT is to provide a working understanding between KING COUNTY and the UNION. KING COUNTY and the UNION support the following goals:

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

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

1 ARTICLE 1: UNION/MANAGEMENT RELATIONS

2 **SECTION 1 - SOLE BARGAINING AGENT**

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

9 **SECTION 2 - UNION MEMBERSHIP**

10 A. All Employees shall, within thirty (30) days after their date of employment unless
11 otherwise restricted by law, either (1) pay to the UNION the regular initiation fee and regular monthly
12 dues uniformly required of members or (2) pay an amount established by the UNION as the monthly
13 agency fee which shall not exceed the regular dues and fees uniformly required of members.

14 Provided, however, that the above shall be satisfied by the payment of an amount equivalent to
15 initiation fees and regular UNION dues to a non-religious charitable organization where the
16 Employee is a member of a bona fide religious organization which prohibits membership in a union.

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

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

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

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

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

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

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

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

SECTION 4 - MANAGEMENT RIGHTS

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

SECTION 5 - UNION ACTIVITIES AND REPRESENTATION

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

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

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

SECTION 6 - LABOR-MANAGEMENT MEETINGS

KING COUNTY and the UNION agree, at the request of either party, to hold a Labor-Management Meeting. The purpose of the meeting shall be to discuss subjects of mutual interest and resolve problems other than formal grievances, in an effort to avoid grievances, promote collaborative working relationships, improve efficiency and morale, and other issues of mutual interest. One Employee shall be entitled to attend the Labor-Management Meeting. The UNION may request other Employees to attend. Labor Management Meetings may be scheduled at any time, but will not be

1 scheduled more frequently than once in a calendar quarter unless both parties agree to meet more
2 often.

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1 **ARTICLE 2: NON-DISCRIMINATION**

2 **SECTION 1 - NON-DISCRIMINATION**

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

6 **SECTION 2 - ACCOMMODATION**

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

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

1 ARTICLE 3: PROBATIONARY PERIOD

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

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1 **ARTICLE 4: DISCIPLINE**

2 **SECTION 1 - TYPES OF DISCIPLINE**

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

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

8 Major infractions include:

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

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

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

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

- 28 A. First minor infraction - Oral reminder

1 B. Second minor infraction - Written Reminder

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

4 **SECTION 4 - REMOVING INFRACTIONS**

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

9 **SECTION 5 - PROBATIONARY EMPLOYEES**

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

1 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

2 **SECTION 1 - GRIEVANCE PROCEDURE**

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

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

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

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

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

27 Step 3: The UNION Business Representative may submit the grievance to arbitration
28 as provided in Section 2 below. The UNION Business Representative must notify the Director of

1 the Office of Human Resources Management/designee, with a copy to the Transit Human Resources
2 Manager, of the arbitration demand, by registered or certified mail, within thirty (30) days of the
3 UNION's receipt of the Step 2 response.

4 D. Hearing Hours

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

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

10 **SECTION 2 - ARBITRATION PROCEDURE**

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

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

23 C. At any time during the term of this AGREEMENT, KING COUNTY and the UNION
24 may agree on a list of mutually acceptable arbitrators. Any arbitrator on the list may be selected
25 according to availability to schedule a hearing at the parties' convenience.

26 D. The arbitrator shall provide a decision in writing to both parties within a reasonable
27 period of time following the close of the hearing.

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

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

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

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

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

1 **ARTICLE 6: LAYOFF AND RECALL**

2 **SECTION 1 - REASON FOR LAYOFF**

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

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

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

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

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

17 **SECTION 4 - RECALL FROM LAYOFF**

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

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1 **ARTICLE 7: HOLIDAYS**

2 **SECTION 1 - HOLIDAY PAY**

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

11 **SECTION 2 - DAYS OF OBSERVANCE**

12 The following days are designated as official holidays:

- 13 1. January 1, New Year's Day;
- 14 2. Third Monday in January, Martin Luther King, Jr. Birthday;
- 15 3. Third Monday in February, President's Day;
- 16 4. Last Monday in May; Memorial Day;
- 17 5. July 4, Independence Day;
- 18 6. First Monday in September, Labor Day;
- 19 7. November 11, Veteran's Day;
- 20 8. Thanksgiving Day and the day immediately following;
- 21 9. December 25, Christmas Day;
- 22 10. Special or limited holidays as declared by the President of the United States or
23 Governor of the State of Washington, and as approved by the Metropolitan KING COUNTY Council.

24 **SECTION 3 - PERSONAL HOLIDAYS**

25 Regular Employees shall be granted two personal holidays to be administered through
26 the vacation plan; provided that the hours granted to less than full-time Employees shall be prorated
27 to reflect their normally scheduled work day. One day shall be credited to the Employee's leave
28 balance on the first of October and one day on the first of November.

1 **SECTION 4 - ELIGIBILITY**

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

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

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1 **ARTICLE 8: VACATION**2 **SECTION 1 - VACATION ENTITLEMENT**

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

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6 **TABLE FOR FULL VACATION ACCRUAL**

7 COMPLETED	8 MAXIMUM HOURS	9 MAXIMUM HOURS
10 YEARS OF ACTIVE	11 PER YEAR	12 PER PAY PERIOD
13 SERVICE		
14 Less Than 1	---	3,680
15 1	96	3,680
16 2	96	3,680
17 3	96	3,680
18 4	96	3,680
19 5	120	4,600
20 6	120	4,600
21 7	120	4,600
22 8	128	4,905
23 9	128	4,905
24 10	160	6,135
25 11	160	6,135
26 12	160	6,135
27 13	160	6,135
28 14	160	6,135
	160	6,135
	168	6,440
	176	6,745
	184	7,050
	192	7,360
	200	7,665
	208	7,970

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

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

SECTION 2 - ACTIVE SERVICE

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

SECTION 3 - VACATION USAGE

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

SECTION 4 - SCHEDULING VACATIONS

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

SECTION 5 - MAXIMUM ACCRUAL

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

SECTION 6 - EMPLOYEE TERMINATION

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

SECTION 7 - VACATION - MILITARY LEAVE OF ABSENCE

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

1 **ARTICLE 9: LEAVES OF ABSENCE**

2 **SECTION I - GENERAL**

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

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

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

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

13 **SECTION 2 - FUNERAL LEAVE**

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

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

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

23 **SECTION 3 - JURY DUTY**

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

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

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

10 **SECTION 5 - VACATION DONATION**

11 Employees may donate their accrued vacation leave in accordance with K.C.C. 3.12.
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1 ARTICLE 10: SICK LEAVE

2 SECTION 1 - USE OF SICK LEAVE

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

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

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

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

11 3. Exposure to contagious diseases and resulting quarantine.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5 - SICK LEAVE DONATION

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

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1 **ARTICLE 11: BENEFITS**

2 **SECTION 1 - LEVEL OF BENEFITS**

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

7 **SECTION 2 - CHANGES TO BENEFITS**

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

11 **SECTION 3 - BUS PASSES**

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

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

3 A. Wage Rate

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

8 B. Employees shall be hired at Step A (70% of top step) of the salary range. Upon
9 satisfactorily completing twelve (12) months of service, Employees will advance to the second step,
10 Step B (80% of top step); upon completion of twelve (12) months of service, Employees will advance
11 to the third step, Step C (90% of top step); upon completion of six (6) months of service, Employees
12 will advance to the fourth step, Step D (95% of top step); and upon completion of a final six (6)
13 months, Employees will advance to the fifth step, Step E (100%). Each step increase shall take effect
14 on the first payroll period that commences on or after the date on which the Employee becomes
15 eligible for the increase.

16 C. Promotion

17 An Employee who is promoted in a bargaining unit classification with a higher salary
18 range will be placed at Step 1 of the range assigned to the new classification or at a step which
19 constitutes at least a minimum of a two step increase above the former rate of pay, whichever is
20 higher; provided, the wage increase will not exceed the top step of the new range, nor will a
21 promotional wage increase exceed 7.5% above the former rate of pay, except where such increase
22 results in being placed at step 1 of the new wage rate. If the application of the above falls between
23 two wage steps, the wage will be set at the lower of the two rates.

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

25 A. All assigned work performed outside of classification and in excess of two (2) hours
26 during a shift will be paid at the higher rate of pay for four (4) hours. All assigned work performed
27 outside of classification and in excess of four (4) hours during a shift will be paid at the higher wage
28 rate for eight (8) hours or for any time in excess of eight (8) hours.

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

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1 **ARTICLE 13: HOURS OF WORK/OVERTIME**

2 **SECTION 1 - WORK SHIFTS**

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

8 **SECTION 2 - OVERTIME**

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

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

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2 **SECTION 1 - DEFINITION**

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

7 **SECTION 2 - WAGES AND BENEFITS**

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

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

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

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

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

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

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

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1 ARTICLE 15: MODIFICATION PROVISION

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

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1 **ARTICLE 16: SUBCONTRACTING**

2 **SECTION 1**

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

9 **SECTION 2**

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

13 **SECTION 3**

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

1 ARTICLE 17: SAVINGS CLAUSE

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

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1 ARTICLE 18: TERM OF AGREEMENT

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

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Executed this _____ day of _____ 1997.

KING COUNTY EXECUTIVE

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17

MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL

AND TECHNICAL ENGINEERS, LOCAL 17

AND KING COUNTY

Re: Family And Medical Leave

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

For the UNION:

For the COUNTY:

Date _____

Date _____

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

Re: Implementation Of Classification Project

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

For the UNION:

For the COUNTY:

Date

Date

18713

MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL

AND TECHNICAL ENGINEERS, LOCAL 17

AND KING COUNTY

Re: Release Time For Contract Negotiations

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

For the UNION:

For the COUNTY:

Date

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL

AND TECHNICAL ENGINEERS, LOCAL 17

AND KING COUNTY

Re: Collective Bargaining Agreement

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

For the UNION:

For the COUNTY:

Date _____

Date _____

13713

MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL

AND TECHNICAL ENGINEERS, LOCAL 17

AND KING COUNTY

Re: Alternative Schedules

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

For the UNION:

For the COUNTY:

Date _____

Date _____

13713

Attachment E.

2000.060

1 MEMORANDUM OF AGREEMENT

2 BETWEEN

3 INTERNATIONAL FEDERATION OF
4 PROFESSIONAL & TECHNICAL ENGINEERS, LOCAL 17

5 AND

6 KING COUNTY

7 January 1, 2000 through December 14, 2000

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9 RE: Rideshare Bargaining Unit

10 This Memorandum of Agreement between the International Federation of Professional and
11 Technical Employees, Local 17 (the "Union") and King County (the "County") operates to extend the
12 provisions of the current collective bargaining agreement between the parties, subject to ratification
13 by the King County Council and the Union membership, with the following modifications:

14 Amends Article 12: Wages, as follows:

15 A. **Wage Rate.** It is agreed that employees covered under the terms of this
16 Agreement shall be compensated according to the provisions of the Memorandum of Agreement
17 regarding Wages for Administrative Support Services Occupational Group entered into by and
18 between King County and the Union Bargaining Coalition, of which IFPTE, Local 17 was a member.
19 That Memorandum of Agreement is incorporated as Addendum A to this Agreement.

20 Amends Article 10: Sick Leave, as follows:

21 It is agreed that employees covered under the terms of this Agreement shall be granted
22 leave benefits in accordance with the provisions of the Memorandum of Understanding regarding the
23 King County Family and Medical Leave Act (FMLA) Ordinance 13377. That Memorandum of
24 Understanding is incorporated as Addendum B to this Agreement.

25 Amends Article 14: Temporary Employees/Workers, as follows:

26 It is agreed that the parties shall attach as Addendum C to this Agreement the Memorandum
27 of Agreement regarding Temporary and Part-time Employees. To the extent that provisions of
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1 Article 14 conflict with this Memorandum of Agreement, the parties agree that the provisions of the
2 Memorandum of Agreement for resolving such conflicts, shall prevail.

3 **Amends Article 18: Term of Agreement, as follows:**

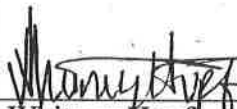
4 This Agreement shall become effective upon full and final ratification and approval by
5 all formal requisite means by the Metropolitan King County Council and shall be effective January 1,
6 2000 and shall remain in effect through December 14, 2000.

7 All other provisions of the collective bargaining agreement expiring on December 31,
8 1999 shall remain in full force and effect.

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11 APPROVED this 20 day of January, 2000

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15 By  _____

16 King County Executive

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21  _____
22 Whitney Hupf
IFPTE, Local 17

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Date January 3, 2000

COLLECTIVE BARGAINING AGREEMENT

between

KING COUNTY

and

**International Federation of Professional and Technical
Engineers, Local 17 (Rideshare)**

Representing Employees in the King County
Department of Transportation

January 1, 1997 through December 31, 1999

COLLECTIVE BARGAINING AGREEMENT

between

KING COUNTY

and

**International Federation of Professional & Technical
Engineers, Local 17 - Rideshare**

Representing Employees in the King County Department of
Transportation

{Rollover Contract with three (3) Addenda
effective

January 1, 2000 through December 14, 2000}

January 1, 1997 through December 31, 1999