



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 30, 2001

Ordinance 14031

Proposed No. 2001-0035.1

Sponsors Pullen, Nickels and Phillips

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement extending the current collective
3 bargaining agreement negotiated by and between King
4 County and International Federation of Professional and
5 Technical Engineers, Local 17 (professional & technical,
6 interest arbitration - department of transportation, metro
7 transit division) representing employees in the department
8 of transportation's transit division; and establishing the
9 effective date of said agreement.

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11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

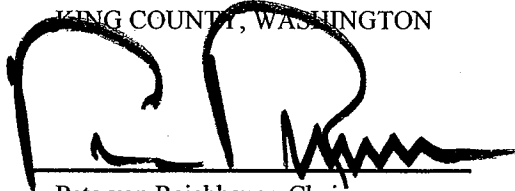
12 SECTION 1. The memorandum of agreement negotiated between King County
13 and the International Federation of Professional and Technical Engineers, Local 17
14 (professional & technical, interest arbitration - department of transportation, metro transit
15 division), representing professional and technical employees in the department of
16 transportation's transit division, and attached hereto is hereby approved and adopted by this
17 reference made a part hereof.

18 SECTION 2. Terms and conditions of the memorandum of agreement, adopting
19 and amending in certain parts the current collective bargaining agreement, shall be
20 effective from December 15, 2000, through and including June 14, 2001.

Ordinance 14031 was introduced on 1/22/01 and passed by the Metropolitan King County Council on 1/29/01, by the following vote:

Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.
Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2 day of February, 2001.



Ron Sims, County Executive

Attachments

A. Memorandum of Agreement between International Federation of Professional and Technical Engineers, Local 17 and King County for 12/15/2000-6/14/2001 (043U0200), B. Memorandum of Agreement Relating to Family and Medical Leaves (043U0100), C. Memorandum of Agreement - Subject: Revisions to Vacation Leave and Sick Leave Accrual, D. Memorandum of Understanding (Supplemental Memorandum of Understanding)

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MEMORANDUM OF AGREEMENT

BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL AND

TECHNICAL ENGINEERS, LOCAL 17

AND KING COUNTY

FOR 12/15/2000-6/14/2001

RE: Professional and Technical Employees within the Transit Division of the Department of Transportation--Interest Arbitration Eligible

This Memorandum of Agreement between IFPTE Local 17, and King County operates to extend the provisions of the current collective bargaining agreement between the parties for six calendar months, subject to ratification by the King County Council and the Union membership, with the following modifications:

Amends Article 6: Sick Leave, as follows:

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

Amends Article 5: Vacation Leave and Article 6: Sick Leave as follows:

It is agreed that the employees covered under the terms of this Agreement shall be granted vacation and sick leave benefits in accordance with the provisions of the Memorandum of Understanding regarding revisions to the Sick Leave and Vacation Leave Articles. That Memorandum of Understanding is incorporated as Addendum C to this Agreement.

Amends Article 8: Hours of Work and Overtime, Article 10: Miscellaneous, and add new Articles 22 and 23, as follows:

It is agreed that the employees covered under the terms of this Agreement shall be granted benefits and working conditions as set forth in the Memorandum of Understanding negotiated

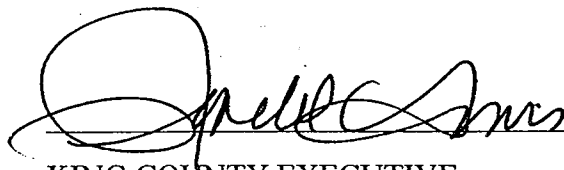
1 pursuant to Article 17: Waiver and Re-Opener in March, 1999. That Memorandum is incorporated as
2 Addendum D to this Agreement.

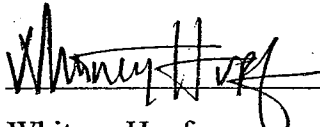
3 **Amends Article 23: Duration, as follows:**

4 **Section 1. Duration.** This Agreement shall become effective December 15, 2000, and shall
5 remain in effect through June 14, 2001.

6 All other provisions of the collective bargaining agreement expiring on December 14, 2000
7 shall remain in full force and effect.

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9 APPROVED this 11 day of January, 2000.

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14 _____
15 KING COUNTY EXECUTIVE

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18  12/4/00
19 _____
20 Whitney Hupf Date
21 International Federation of Professional and
22 Technical Engineers, Local 17
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Memorandum of Agreement

2001-035

Between

King County

And

International Federation of Professional & Technical Engineers, Local 17

Professional & Technical, Interest Arbitration - Department of

Transportation, Metro Transit Division

Regarding King County Substitute Ordinance No. 13377

Relating to Family and Medical Leaves

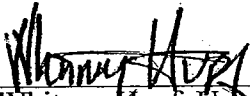
The King County Council approved Substitute Ordinance No. 13377 on December 14, 1998, to amend certain provisions of the King County Code, Ordinances and policies relating to family and medical leaves.

The King County and the International Federation of Professional & Technical Engineers, Local 17 seek a fair, consistent, and equitable policy for eligible King County employees concerning family and medical leaves; and therefore,

The parties agree to the following:

1. All provisions of Substitute Ordinance No. 13377 (attached hereto) relating to any aspect of family and medical leave, including but not limited to: (1) eligibility for family and medical leave; (2) administration of family and medical leaves; (3) verification for determining eligibility for family and medical leave; (4) use of accrued vacation and sick leave during family and medical leave; (5) use of accrued leave to supplement workers compensation payments; (6) medical benefit coverage during family and medical leave, and (7) return to work rights upon completion of leave, shall replace any current policy or practice. Further, such provisions of Substitute Ordinance 13377 shall replace all related provisions in the collective bargaining agreement including but not limited to Article 6 - Sick Leave.
2. This Agreement constitutes the full and final agreement between the parties with respect to the matters covered herein. There is no other or further agreements, which modify or amplify the terms of this agreement. This Agreement may be modified or amended only by a written amendment executed by all parties hereto.
3. The Union, in executing this document acknowledges that the person or persons signing on its behalf have the authority to bind the Union and to the full extent of its authority as the Union Representative for King County employees that it represents.

4. The provisions of this Agreement are intended to be severable. If any term or provision to this Agreement is deemed illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.
5. The effective date of this agreement is the date of the last signature below.
6. This Agreement expires December 14, 2000.



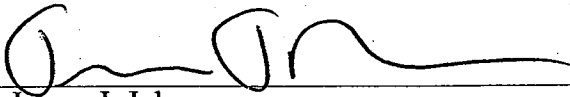
Whitney Hupf, Union Representative
International Federation of Professional
& Technical Engineers, Local 17

8/10/00
Date



Mary Peterson, Assistant General Manager
King County Metro Transit
Department of Transportation

8/8/00
Date



James J. Johnson
Labor Relations Negotiator
Office of Human Resources Management

8/10/00
Date

Whiting Hupf
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No. of

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Today's Date

12/1/00

Time

Company
Location
Extension
Fax #

From
Company
Location
Fax #
Original Disposition:

Jim Arrowood

Telephone # 328-7321 x.122

Dept. Charge

Telephone # 684-1606
 Destroy Return Call for pickup

1 copy each, UL/SL MOA's for Interest Arb and non-Interest Arb - signed copies.

**MEMORANDUM OF AGREEMENT
BETWEEN
KING COUNTY
AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17 (IFPTE, Local 17)
FOR THE PROFESSIONAL AND TECHNICAL BARGAINING UNIT
IN THE TRANSIT DIVISION (INTEREST ARB ELIGIBLE)**

**SUBJECT: REVISIONS TO VACATION LEAVE AND SICK LEAVE
ACCRUAL**

King County (the "County") and the International Federation of Professional and Technical Engineers, Local 17 (the "Union"), agree that the current language contained in Article 5 – Vacation and Article 6 – Sick Leave, of the current collective bargaining agreement covering Professional and Technical employees in the Department of Transportation's Transit Division, is incorrect. The parties therefore have agreed to substitute the following language, replacing the current Article 5—Vacation, and current Article 6 – Sick Leave in their entirety. In so doing, the intent is not to change current practice but rather to alter the language to reflect current practice.

I. Article 5 - Vacation

The hourly accrual rates in the table below are included for informational purposes only, and shall not be construed to mean that employees in job titles listed in Appendix B are compensated on an hourly basis.

Section 1. Accrual Rates

Regular, full-time employees shall receive vacation accrual as indicated in the following table. Regular part-time employees shall receive benefits on a prorated basis.

Length of Active Service	Hourly Accrual per pay period (full-time)	Hourly Accrual Rate	Annual Leave in Days Per Year
Upon hire through end of Year 5	3.68	0.0460	12
Upon beginning of year 6	4.60	0.0575	15
Upon beginning of Year 9	4.91	0.0614	16
Upon beginning of Year 11	6.14	0.0768	20
Upon beginning of Year 17	6.44	0.0805	21
Upon beginning of Year 18	6.75	0.0844	22
Upon beginning of Year 19	7.05	0.0881	23
Upon beginning of Year 20	7.36	0.0920	24
Upon beginning of Year 21	7.67	0.0959	25
Upon beginning of Year 22	7.97	0.0996	26
Upon beginning of Year 23	8.28	0.1035	27
Upon beginning of Year 24	8.59	0.1074	28
Upon	8.89	0.1113	29

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IFPTE, Local 17-Prof&Tech CBA; Department of Transportation-Transit Division

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Length of Active Service	Hourly Accrual per pay period (full-time)	Hourly Accrual Rate	Annual Leave in Days Per Year
beginning of Year 25			
Upon beginning of Year 26 and above	9.20	0.1149	30

Section 2. Vacation Pay Rate

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 part of the base rate.

Section 3. Vacation Accrual Date

Each employee will accrue vacation each bi-weekly payroll period, based on County seniority. County seniority is defined as completed years of service with King County and its predecessor organizations including Metro, the City of Seattle and Metropolitan Transit. Eligible employees shall accrue vacation leave from their date of hire.

Section 4. Use of Vacation

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

Section 5. Vacation Donation

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

Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving monetary or other compensation in exchange for

donating vacation hours. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

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

Donated vacation is excluded from vacation payoff provisions.

Section 6. Separation from Employment

Employees in regular positions who leave King County for any reason after successful completion of six months of County service shall be paid for their unused vacation up to 480 hours maximum. Employees shall not be eligible to be paid for vacation leave until they have successfully completed their first six months of County service; if they leave County employment prior to successfully completing their first six months of County service, they shall forfeit and not be paid for accrued vacation leave.

In the case of separation by death, payment of unused vacation, up to a maximum of 480 hours, will be made to the employee's estate or, in applicable cases, as provided by RCW Title 11 and RCW 49.48.

Section 7. Work while on Vacation

No employee shall be permitted to work for compensation for the County in any capacity during a time when the employee is on paid vacation.

Section 8. Maximum Accrual

Pursuant to the King County Personnel Guidelines, employees may accrue additional vacation beyond the maximum of 480 hours when work assignments and cyclical work load prevents the employee from using excess vacation by December 15 of the year in which the excess was accrued, provided the employee submits the request to carry over excess hours to his/her supervisor no later than November 30 of the affected year. If vacation is scheduled to be taken after December 15 but is canceled, it can be carried over.

II. Article 6 – Sick Leave

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

Section 1. Every employee in a regular full-time or regular part-time position shall accrue sick leave benefits at the rate of 0.046 hours for each hour on regular pay status, up to a maximum of 96 hours per year. Sick leave accrual will begin on the first day of the month following the month in which the employee commenced employment. There is no limit on the amount of sick leave an employee may accrue.

Section 2. An employee may not use sick leave until he/she has actually accrued such leave. Sick leave may be used for the following reasons:

- a. An employee's personal illness; provided, that 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;
- b. An employee's incapacitating injury; provided that:
 - (1) 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;
 - (2) An employee may not collect sick leave for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County;
- c. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick leave prior to taking an unpaid leave of absence for such disability;
- d. An employee's exposure to contagious diseases and resulting quarantine;
- e. An employee's medical, dental or optical appointments; provided, that the employee's immediate supervisor has approved the use of sick leave for such appointments;

- f. To care for the employee's child or the child of an employee's domestic partner if the following conditions are met:
- (1) The child is under the age of 18;
 - (2) The employee is the natural parent, step-parent, adoptive parent, legal guardian, foster-care parent, or other person having legal custody and control of the child;
 - (3) The employee's child or the child of an employee's domestic partner has a health condition requiring the employee's personal supervision during the hours of his/her absence from work;
 - (4) The employee actually attends to the child during the absence from work;
- g. Up to one day of sick leave may be used by an employee for the purpose of being present at the birth of his/her child.
- h. Employees may use sick leave in the maximum amount of three days for each instance where the employee is required to care for an immediate family member who is seriously ill. However, there is no limit on the use of sick leave to care for children as provided under Section 2.f of this Article.

Section 3. Every regular part-time employee shall receive and expend sick leave benefits proportionate to the employee's regular work day.

Section 4. An employee who has exhausted his/her sick leave may use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by his/her immediate supervisor.

Section 5. Any regular full-time or regular part-time employee whose sick leave accrual balance exceeds 100 hours may donate to any other regular full-time or part-time employee a portion of his/her accrued sick leave upon written notice to the donating and receiving employees' section manager(s). Sick leave hour donations are strictly voluntary. No employee may donate more than 25 hours of his/her accrued sick leave in a calendar year. Employees are prohibited from offering or receiving monetary or other compensation in exchange for donating sick leave hours.

Donated hours shall be converted to a dollar value based on the donor employee's straight-time hourly rate of pay.

Donated sick leave must be used within 90 calendar days. Donated hours not used within 90 days or due to the death of the receiving employee shall revert back to the donor Employee.

Donated sick leave hours are exempt from the sick leave payoff provisions outlined in Section 9 of this Article.

Section 6. Sick leave may be used by employees covered by the FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick leave for absences of one full workday.

Section 7. Division management is responsible for the proper administration of sick leave benefits. In cases where management has uniform documentation to support a history of excessive or patterned absenteeism, an employee may be put on written notice by the Division Manager/designee that for a period not to exceed six months, all sick leave usage by the employee will require medical verification.

Section 8. Separation from County employment, except by retirement or reason of temporary layoff due to lack of funds or work, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the County within two years, his/her accrued sick leave will be restored.

Section 9. Employees eligible to accrue sick leave, who have successfully completed at least five years of County employment, and who retire as a result of length of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date the employee leaves County employment less mandatory withholdings.

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

Section 10. Family Care and Death

- A. If a regular employee's close relative or the close relative of the employee's spouse/domestic partner dies, such employee is entitled to two days off with pay for bereavement leave. An additional day will be paid when round trip travel of 200 or more miles is required. If an employee requests more time, up to an

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additional three days may be used from the employee's sick leave balance.

- B. Regular, full-time employees who have exhausted their bereavement leave shall be entitled to use up to three days of sick leave for their absence from work in each instance when a death occurs to a member of the employee's immediate family.
- C. Regular, full-time employees shall be entitled to use and shall normally have approved sick leave in accordance with King County's Personnel Guidelines and any future Personnel Guidelines that may expand the use of sick leave.
- D. In the application of any of the foregoing provisions, holidays or regular days off falling within the prescribed period of absence shall not be charged against bereavement leave entitlements.
- E. For the purposes of this Section, regular part-time employees shall be entitled to the same benefits on a pro-rata basis.

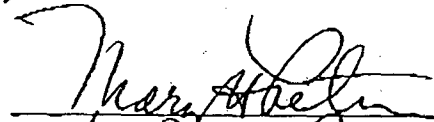
Section 11. Employees may use up to three days of sick leave per calendar year for the purpose of volunteering in a school, in accordance with existing County policies and practices.

III. Effective Date

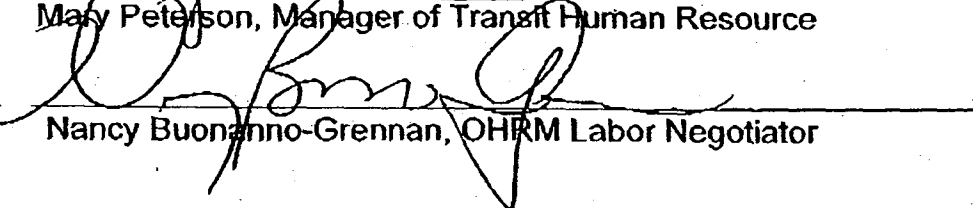
This Agreement shall be in effect from the date of the last signature below through December 14, 2000.

Signed this 2nd day of March, 2000.

King County:



Mary Peterson, Manager of Transit Human Resource



Nancy Buonanno-Grennan, OHRM Labor Negotiator

IFPTE, Local 17:



Carrie Blackwood, Union Representative

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IFPTE, Local 17-Prof&Tech CBA; Department of Transportation-Transit Division

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MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

KING COUNTY AND THE

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL (Interest Arbitration)

WHEREAS, Article 17, Waiver and Re-Opener Agreement, of the Collective Bargaining Agreement between the parties provides for interest based bargaining with intent to reach agreement on various subjects; and

WHEREAS, the parties have bargained and reached agreement on these subjects;

THEREFORE, the parties agree as follows:

- I. **Alternative work schedules.** Alternative work schedules and telecommuting schedules may be established in accordance with Executive policy PER 18-1, May 1, 1990, re: Alternative Work Schedules (attached hereto as Exhibit 1). In addition, Article 8, Section 1, of the Collective Bargaining Agreement shall be amended by adding the following language: When a supervisor establishes a schedule change or determines how to respond to an Employee request for an alternative work schedule, he/she must consider the Employee's child care and other family and transportation needs in making the decision. If an alternative work schedule is established, the compensation provisions of Article 8, Sections

1 2 and 3, related to FLSA-eligible and FLSA-exempt Employees remain
2 applicable.

3 II. **On-Call.** Article 8 of the Collective Bargaining Agreement shall be amended by
4 adding a new Section 6, as follows: The nature of the work of many Employees
5 represented by this Agreement sometimes requires them to be on-call for
6 significant periods of time and to work, on an on-going basis, substantially in
7 excess of the standard work schedule for other County employees. Time spent
8 on on-call is not compensable time; however, Employees who are non-exempt
9 from the FLSA will be compensated for all hours actually worked. Hours in
10 excess of 40 hours worked by such non-FLSA exempt Employees in the
11 workweek will be paid overtime at the rate of time and one-half their regular rate
12 of pay

13 III. **Clothing and Equipment.** Article 10, Section 3, of the Collective Bargaining
14 shall be replaced with the following language: The County will provide all
15 equipment and Employees' personal foul weather gear to ensure safety and/or
16 identification for Employees based on requirements of their specific job duties.

17 IV. **Hiring Procedures.** Article 10 of the Collective Bargaining Agreement shall be
18 amended by adding the following new Section:
19 Section 6.

20 A. Hiring for all bargaining unit positions will be announced by posting a
21 recruitment notice unless a pool of qualified candidates, created pursuant to

1 this Section, is still in existence and will be used to fill the position. When job
2 announcements are posted to recruit applicants for a vacant position within
3 the bargaining unit and a pool will be created, the job announcements shall
4 notify potential applicants that applications received shall also be used to
5 establish a pool of eligible candidates to fill future vacancies in the same
6 classification. Such notice shall specify for which classifications the pool is
7 being created.

8 B. The pool of applicants established pursuant to this Section shall be retained
9 for 12 months from the date of posting. If a pool is used to fill a position, all
10 qualified candidates will be considered. Candidates in the pool may update
11 their applications at any time while the pool is in effect. Qualified candidates
12 from the pool who are not hired will be notified that their applications will
13 remain in the pool.

14 V. **Probation.** Article 10 of the Collective Bargaining Agreement shall be amended
15 by adding the following new Section:

16 Section 7.

17 The provisions of King County Personnel Guidelines 11.2, Duration of
18 Probationary Period, shall apply, except as follows. The length of an Employee's
19 probation shall be six months. However, the County can extend an Employee's
20 probation for up to a total of 12 months with the concurrence of the Union.

21 Consistent with the definition of "probationary employee" and "probationary

1 period" contained in the King County Personnel Guidelines 16.10, during
2 probation, an Employee is "at will" during his/her probation and probationary
3 terminations are not subject to the grievance and arbitration provisions of this
4 Agreement.

5 VI. **Technological Changes.** Article 10 of the Collective Bargaining Agreement
6 shall be amended by adding the following new Section:

7 Section 8.

8 The effects of County implementation of new technologies that affect working
9 conditions, wages, hours of work, creation of a new job classification or
10 displacement of employees, will be negotiated with the Union. Such negotiation
11 may include development of opportunities for transfer or retraining of Employees.

12 VII. **Reclassification requests.** Article 10 of the Collective Bargaining Agreement
13 shall be amended by adding the following new Section:

14 Section 9.

15 Every reasonable attempt will be made to process Employee requests for
16 reclassification within 120 days. If there is a County decision to reclassify an
17 Employee, the effective date is the date of the Employee's submittal of the
18 position description questionnaire (PDQ), provided that the substance of the new
19 classification is not grievable and this provision takes effect upon implementation
20 of the Classification/Compensation project. The new salary as a result of the
21 reclassification shall be effective on the first full pay period following the date of

1 the Employee's signature on the PDQ and the date on which it was stamped as
2 "Received" by the County.

3 VIII. Retiree Bus Passes. Article 10 of the Collective Bargaining Agreement shall be
4 amended by adding the following new Section:

5 Section 10. Any member of the bargaining unit who was entitled to a retiree bus
6 pass prior to the January 1, 1996 Metro merger with King County shall continue
7 to be eligible for a retiree bus pass.

8 IX. Special Assignments. Article 10 of the Collective Bargaining Agreement will be
9 amended by adding the following new Section:

10 Section 11. The parties intend that the County may, on a case-by-case basis,
11 request bargaining unit Employees to volunteer for special projects of limited
12 duration in accordance with KCC 3.12.010, Subsection 537 (Ordinance 12943).
13 The parties recognize that staffing methods and budget decisions are at the sole
14 discretion of management and are not subject to grievance or arbitration.

15 X. Training Opportunities. Article 10, Section 4, of the Collective Bargaining
16 Agreement shall be amended by adding the following provisions:

17 A. The County recognizes the benefit of training and will provide information and
18 access to training opportunities for Employees, within budgeted
19 appropriations. Training may also include conferences, workshops and other
20 professional networking opportunities. The decision to provide training

1 opportunities will be based upon, but not limited by, the overall objectives of
2 encouraging and motivating Employees to improve their work performance.

3 B. An Employee enrolled in a degree program that the County determines to be
4 job-related may be eligible to receive reimbursement from the County for up
5 to 50% of this program. An Employee who takes individual classes or
6 courses which management determines to be job-related may be eligible to
7 receive reimbursement from the County for up to 100% of class fees or
8 course fees. The decision to provide any reimbursement or initial course
9 approval is solely based upon the County's discretion and is subject to
10 financial constraints; however, management shall assure that over time
11 training opportunities are distributed equitably over the work unit.

12 C. The Labor-Management Committee established pursuant to Section XI of this
13 Memorandum of Understanding (new Article 22 of the contract) shall address
14 the issue of non-traditional training.

15 XI. **Labor Management Committee.** A new Article 22 shall be added to the
16 Collective Bargaining Agreement, as follows: A labor-management committee
17 (LMC) will be created to keep lines of communication open and resolve issues
18 early. Issues which are already being handled in a formal dispute resolution
19 process, such as grievances, unfair labor practices, lawsuits, etc., shall be
20 excluded from consideration by the LMC. The LMC shall be convened within 30
21 days of signing the contract and will meet thereafter on a regular basis at a

International Federation of Professional & Technical Engineers, Local 17

December 15, 1997 through December 14, 2000 - Supplemental Memorandum of Understanding

Re: International Federation Of Professional And Technical Engineers, Local 17 - Professional & Technical
(Interest Arbitration)

1 mutually agreed time and place, for the purpose of discussing issues or
2 problems that may arise in contract or policy administration or as otherwise
3 presented. The Union Business Representative and the County will co-chair the
4 meeting and determine the appropriate participants, based on the issues to be
5 discussed. At the first meeting, the LMC shall decide on ground rules and
6 operating procedures founded on a consensus-based decision model. The first
7 issue to be discussed by the LMC shall be ~~the~~ the topic of on-call status as it
8 relates to when an Employee is considered to be on-call (without compensation)
9 and when the Employee begins to perform compensable work. Another issue the
10 LMC shall address is non-traditional training. Sometimes issues raised in the
11 LMC may rise to the level of negotiable items; in that case, they may be referred
12 by mutual agreement to a negotiation process.

13 XII Leaves. A new Article 23 shall be added to the Collective Bargaining
14 Agreement, as follows:

- 15 A. Except as provided below, the provisions of the King County Personnel
16 Guidelines Section 14.1 – 14.14 related to vacation leave, sick leave,
17 bereavement leave, leave of absence without pay, military leave of absence,
18 and associated provisions, shall apply. However, Article 6, Section 13.A will
19 be deleted and the remaining paragraphs renumbered accordingly.
- 20 B. When the King County Council has adopted the new Family Medical Leave
21 ordinance, the impacts of that ordinance shall be bargained.

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

7 D. The nature of the work of many Employees represented by this Agreement
8 sometimes requires them to be on-call for significant periods of time and to
9 work, on an on-going basis, substantially in excess of the standard work
10 schedule for other County employees. Therefore, each FLSA-exempt
11 Employee will be granted a minimum of 3 days of executive leave annually.
12 Further, all FLSA-exempt Employees may be granted up to a maximum of 10
13 days annually, when authorized by their immediate supervisor. In addition to
14 the base number of days of executive leave granted above, an FLSA-exempt
15 Employee may be granted additional days of executive leave up to a
16 maximum of ten, when authorized in writing by his/her immediate supervisor,
17 in recognition of the additional on-call time, excess work and/or performance
18 expectations required by his/her specific position. Executive leave must be
19 used in the payroll year it was granted and cannot be carried into the next
20 payroll year or cashed-out.

1 XIII. Vacation. Article 5 of the Collective Bargaining Agreement shall be amended by
2 eliminating Section 9 and renumbering the remaining paragraphs. Additionally,
3 the following language shall be substituted in its entirety for the language in
4 Article 5, Section 11, which will be renumbered as Section 10: Pursuant to King
5 County Personnel Guidelines Section 24.25.H and 24.25.I, Employees may
6 accrue additional vacation beyond the maximum specified in the Personnel
7 Guidelines when work assignments and cyclical work load prevents the
8 Employee from using excess vacation by December 15 of the year in which the
9 excess was accrued, provided the Employee submits the request to carry over
10 excess hours to his/her supervisor no later than November 30 of the affected
11 year. If vacation is scheduled to be taken after December 15 but is canceled, it
12 can be carried over. On a one-time only basis, any Employee who had accrued
13 excess vacation hours on December 31, 1997 may be paid for those excess
14 hours.

15 XIV. Layoff Process. A new Article 24 shall be added to the Collective Bargaining
16 Agreement, as follows:

17 Article 24: Layoff and Recall

18 Section 1.

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

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

6 C. When the elimination of a position will result in an Employee being laid off,
7 the Employee will be selected by inverse seniority within the layoff group, as
8 defined in Sections 5 and 6 of this Article.

9 Section 2.

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

13 Section 3.

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

1 within the County.

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

7 C. When a laid-off Employee applies for, or is referred to, a bargaining unit
8 position and such Employee is unsuccessful in obtaining the position, the
9 Employee will be provided with the rationale for non-selection, interview and
10 test scores, and any other documentation used to make the determination.

11 D. An Employee who is recalled from layoff will have all unpaid sick leave
12 balances restored.

13 Section 4.

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

19 Section 5.

20 A. Seniority shall be defined as the length of time the Employee has been in a
21 Local 17 represented position covered by this contract. Seniority is under the

1 jurisdiction of the Union. All questions or grievances pertaining to seniority will
2 be settled by the Union.

3
4 B. An Employee who has obtained permanent status in any bargaining unit
5 classification and who moves into a position in King County outside of the
6 bargaining unit shall retain his/her layoff seniority in the bargaining unit covered
7 by this contract for one year from the date of transfer

8 C. An Employee who is granted a voluntary leave of one year or less or who
9 resigns from County employment for education or professional development and
10 is rehired within two years or less does not accrue or forfeit layoff seniority during
11 the period of the absence.

12 Section 6.

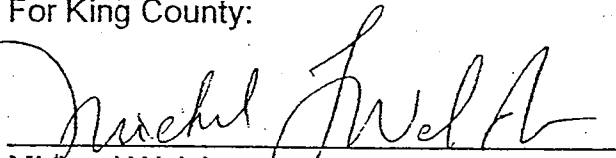
13 For all sections within the Transit Division, except Service Development, layoffs
14 will be by seniority, by section, and by classification. For Service Development
15 Transit Planners, layoffs will be by workgroup, by seniority (regardless of level)
16 within these workgroups. Layoff groups are as follows:

Section/Group
Operations Section
Vehicle Maintenance Section
Management Information and Transit Technology Section
Power and Facilities Section
Accessible Services Section
Transit Security Section
Transit Safety Section
Sales and Customer Services Section

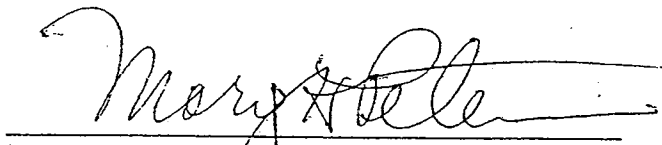
Section/Group
Market Development Group, Service Development Section
Facilities Planning, Group, Service Development Section
Speed and Reliability, Group, Service Development Section
Service Implementation/Scheduling/Manager's Office, Group, Service Development Section
Service Development Section

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For King County:


 Michael Walsh
 Labor Relations Negotiator

3/31/99
 Date


 Mary Peterson
 Manager, Transit Human Resources

3/31/99
 Date

For International Federation of Professional & Technical Engineers, Local 17:



3/31/99
 Date