



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 28, 2008**

**Ordinance 16220**

**Proposed No.** 2008-0389.2

**Sponsors** Gossett, Phillips and von Reichbauer

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and International Federation of Professional and  
4 Technical Engineers, Local 17 (Administrative Support and  
5 Rideshare) representing employees in the department of  
6 transportation; and establishing the effective date of said  
7 agreement.

8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King  
11 County and International Federation of Professional and Technical Engineers, Local 17  
12 (Administrative Support and Rideshare) representing employees in the department of  
13 transportation and attached hereto is hereby approved and adopted by this reference made  
14 a part hereof.

15

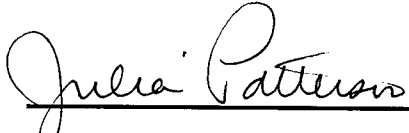
16                    SECTION 2. Terms and conditions of said agreement shall be effective from  
17                    January 1, 2007, through and including December 31, 2011.

18


Ordinance 16220 was introduced on 7/21/2008 and passed by the Metropolitan King County Council on 7/28/2008, by the following vote:

Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON


  
\_\_\_\_\_  
Julia Patterson, Chair

ATTEST:

  
\_\_\_\_\_

Anne Noris, Clerk of the Council

APPROVED this 1 day of August, 2008.

  
\_\_\_\_\_

Ron Sims, County Executive

RECEIVED  
2008 AUG - 1 PM 4: 26  
CLERK  
KING COUNTY COUNCIL

**Attachments**

A. Agreement by and between King County and the International Federation of Professional and Technical Engineers, Local 17 Administrative Support and Rideshare Index, B. Addendum A International Federation of Professional and Technical Engineers, Local 17 Administrative Support & Rideshare

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP ..... 2

ARTICLE 3: RIGHTS OF MANAGEMENT ..... 4

ARTICLE 4: VACATION LEAVE..... 5

ARTICLE 5: OTHER LEAVES..... 8

ARTICLE 6: SICK LEAVE AND TIME OFF FOR MEDICAL AND FAMILY REASONS... 11

ARTICLE 7: HOLIDAYS ..... 15

ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES..... 17

ARTICLE 9: HOURS OF WORK AND OVERTIME ..... 19

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE..... 20

ARTICLE 11: MISCELLANEOUS ..... 21

ARTICLE 12: DISCIPLINE..... 26

ARTICLE 13: PERFORMANCE APPRAISALS AND PERFORMANCE IMPROVEMENT  
PLAN ..... 27

ARTICLE 14: DISPUTE RESOLUTION PROCEDURES ..... 29

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY..... 33

ARTICLE 16: SAVINGS CLAUSE..... 34

ARTICLE 17: EMPLOYEE RIGHTS..... 35

ARTICLE 18: UNION REPRESENTATION..... 37

ARTICLE 19: WORK STOPPAGES AND EMPLOYER PROTECTION..... 38

ARTICLE 20: REDUCTION IN FORCE ..... 39

ARTICLE 21: COMPLETE AGREEMENT..... 42

ARTICLE 22: DURATION..... 43

1 **ARTICLE 1: PURPOSE**

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

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

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 *Section 1.* The County recognizes the Union as the exclusive collective bargaining  
3 representative of all full-time and part-time regular employees whose job classifications are listed in  
4 the attached Addendum A and made a part hereof by this reference.

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

14 Provided, however, that nothing contained in this section shall require an employee to join  
15 said Union who can substantiate in accordance with case law bona fide religious tenets or teachings  
16 that prohibit the payment of dues or initiation fees to Union organizations. Such employee shall pay  
17 an amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to  
18 a non-religious charity or to another charitable organization mutually agreed upon by the employee  
19 affected and the bargaining representative to which such public employee would otherwise pay the  
20 dues and initiation fee. The employee shall furnish proof to the Union each month that such payment  
21 has been made.

22 *Section 3.* The County shall not contract out work which the members of the Union have  
23 historically performed unless it is required by law or is a business necessity due to an emergency  
24 situation or to augment the work-force on a temporary, short-term basis of six months or less. Except  
25 for emergency situations, the County shall provide notice to the union of its intent to contract out and,  
26 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under  
27 no circumstances shall the County agree to any long-term or permanent contracting out of bargaining  
28 unit work. Nothing in this provision shall limit what the County has historically contracted out, and

1 no jobs will be eliminated due to contracting out.

2       **Section 4.** Upon receipt of written authorization individually signed by a bargaining unit  
3 employee, the County shall have deducted from the pay of such employee the amount of dues and  
4 initiation fee, as certified by the Secretary-Treasurer of the Union, and shall transmit the same to the  
5 Secretary-Treasurer of the Union.

6       The Union will indemnify, defend and hold the County harmless against any claims made and  
7 against any suit instituted against the County on account of any check-off of dues for the Union. The  
8 Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
9 provision upon presentation of proper evidence thereof.

10       **Section 5.** The County will require all new employees hired, transferred, or promoted into a  
11 position included in the bargaining unit to complete a form to inform the Union of their hire. One  
12 copy of the form will be retained by County payroll, one copy of the form will be given to the  
13 employee and the original will be sent to the Union. The County will notify the Union of any  
14 employee leaving the bargaining unit.

15       **Section 6.** The County will transmit to the Union a current listing of all employees in the  
16 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per  
17 calendar year. For all employees performing bargaining unit work, the list shall include the name of  
18 the employee, classification, home address, department and salary.

19       **Section 7.** Failure by an employee to satisfy the requirements of Section 2 shall constitute  
20 cause for dismissal; provided that the County has no duty to act until the Union makes a written  
21 request for discharge and verifies that the employee received written notification of the delinquency  
22 including the amount owing, the method of calculation, and notification that non-payment after a  
23 period of no less than seven (7) days will result in discharge by the County. A copy of each written  
24 notification shall be mailed to the County concurrent with its mailing to the employee.

25  
26  
27  
28

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2       *Section 1. Rights of Management:* The management of the County and the direction of the  
3 work force is vested exclusively in King County. Except as may be limited by the express written  
4 terms of this Agreement, all matters, including but not limited to, the right to hire, appoint, promote,  
5 discharge for just cause, improve efficiency, train, assign and direct the work force, develop and  
6 modify classification specifications, allocate positions to classifications, determine work schedules,  
7 determine location of facilities, and determine methods. Processes and means for providing services  
8 shall remain the exclusive right of the County for the duration of this Agreement.

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 4: VACATION LEAVE**

2 Employees eligible for leave benefits shall accrue vacation leave benefits as described in and  
3 further qualified by this section.

4 **Section 1.**

5

Full Years of Service	Annual Vacation Leave in Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

23 **Section 2.** Vacation accrual rates for an employee who works other than the full time  
24 schedule shall be prorated to reflect his or her normally scheduled work week.

25 **Section 3.** Employees eligible for vacation leave shall accrue vacation leave from their date  
26 of hire into a benefit eligible position.

27 **Section 4.** Employees eligible for vacation leave may accrue up to sixty days (480 hours)  
28 vacation leave. Such employees shall use vacation leave beyond the maximum accrual amount prior



1 to the end of the pay period that includes December 31 of each year. Failure to use vacation leave  
2 beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the  
3 maximum amount unless the reason for the carryover of such vacation leave is because of cyclical  
4 workloads, work assignments or other reasons as may be in the best interests of the County.

5 **Section 5.** Employees shall not be eligible to take or be paid for vacation leave until they have  
6 successfully completed their first six months of County employment, and if they leave County  
7 employment prior to successfully completing their first six months of county service, shall forfeit and  
8 not be paid for accrued vacation leave. The terms of this provision do not apply to employees taking  
9 accrued leave for a qualifying event under the Washington Family Care Act.

10 **Section 6.** Employees eligible for leave benefits shall be paid for accrued vacation leave to  
11 their date of separation up to the maximum accrual amount if they have successfully completed their  
12 first six months of county service and were not discharged for theft or misappropriation of funds.

13 **Section 7.** Employees shall not use or be paid for vacation leave until it has accrued and such  
14 use or payment is consistent with the provisions of this section.

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

17 **Section 9.** Vacation leave may be used in one-half hour increments, at the discretion of the  
18 employee's immediate supervisor.

19 **Section 10.** In cases of separation from county employment by death of an employee with  
20 accrued vacation leave and who has successfully completed his or her first six months of County  
21 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the  
22 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

23 **Section 11.** If an employee resigns from a full-time regular or part-time regular position with  
24 the County and has provided two weeks' written notice unless waived by the employee's supervisor,  
25 or is laid off and subsequently returns to County employment within two years from such resignation  
26 or layoff, as applicable, the employee's prior County service shall be counted in determining the  
27 vacation leave accrual rate under Section 1.

28 **Section 12.** If King County determines that vacation cashout is a benefit that can become

1 available to represented employees; the parties shall reopen negotiations for the purpose of  
2 negotiating a basis and terms for providing cashout benefit to members of this bargaining unit.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 5: OTHER LEAVES**

2 ***Section 1. Bereavement Leave:*** Employees eligible for leave benefits shall be entitled to  
3 three working days of bereavement leave per incident due to the death of members of their immediate  
4 family. Immediate family members are defined as spouse, child, parent, son-in-law, daughter-in-law,  
5 grandparent, grandchild, sibling, domestic partner and the child, parent, sibling, grandparent or  
6 grandchild of the spouse of the employee's spouse or domestic partner; or a person to whom the  
7 employee stood/stands in loco parentis or is/was in loco parentis to the employee.

8 Employees who have exhausted their bereavement leave shall be entitled to use sick leave in  
9 the amount of three days for each instance of death when death occurs to a member of the employee's  
10 immediate family.

11 In cases of family death where no sick leave benefit is authorized or exists, an employee may  
12 be granted leave without pay.

13 In the application of any of the foregoing provisions, holidays or regular days off falling  
14 within the prescribed period of absence shall not be charged to bereavement leave.

15 ***Section 2. Organ Donors:*** The manager/designee shall allow all employees eligible for paid  
16 leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such  
17 as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five  
18 (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

19 A. The employee gives the manager/designee reasonable advance notice of the need to  
20 take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where  
21 there is reasonable expectation that the employee's failure to donate may result in serious illness,  
22 injury, pain or the eventual death of the identified recipient.

23 B. The employee provides written proof from an accredited medical institution,  
24 organization or individual as to the need for the employee to donate bone marrow, a kidney, or other  
25 organs or tissue or to participate in any other medical procedure where the participation of the donor  
26 is unique or critical to a successful outcome.

27 C. Time off from work for the purpose set out above in excess of five (5) working  
28 days will be subject to the terms of this Agreement.

1           **Section 3. Jury Duty:** Employees eligible for paid leave benefits who are ordered on a jury  
2 shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited,  
3 exclusive of mileage, with the Finance and Business Operations Division of the Department of  
4 Executive Services. Employees shall report back to their supervisor on their next scheduled workday  
5 when dismissed from jury service.

6           **Section 4. School Volunteer:** Employees eligible for paid leave benefits shall be allowed the  
7 use of up to three (3) days of sick leave each year to allow employees to perform volunteer services at  
8 the school attended by the employee's child, provided, an employee requesting to use sick leave for  
9 this purpose will submit such a request specifying the name of the school and the nature of the  
10 volunteer services to be performed.

11           **Section 5. Military Leave:** A leave of absence for active military duty or active military  
12 training duty will be granted to eligible employees in accordance with applicable provisions of state  
13 and/or federal law, and County policy provided that a request for such leave shall be submitted to the  
14 manager/designee in writing by the employee and accompanied by a validated copy of military orders  
15 ordering such active duty or active training duty.

16           **Section 6. Inclement Weather:**

17                   **A. Pay for employees in case of facility closure.**

18                           1. If a facility is closed by order of the County Executive due to inclement  
19 weather, employees scheduled to work will be paid their normal salary or hourly wage until such time  
20 as the facility is reopened, alternative worksites are arranged, or a reduction in force is implemented.  
21 Employees who previously requested and have been approved for time off (e.g., vacation, sick leave,  
22 compensatory time off, or leaves of absence) will have hours deducted from their accruals as  
23 approved.

24                           Employees designated as first responders and mission critical employees who are unable to  
25 report to work will have their time charged to vacation, comp-time, or leave without pay unless the  
26 department director or designee determines that regular pay is warranted and waives the charging of  
27 the time missed.

28                           2. Where a department or division director or agency administrator closes

1 operations in his or her agency during the work day or orders employees to leave the premises  
2 because of safety concerns, employees scheduled to work will be paid for the normally scheduled  
3 work day.

4                                   3. Continued closure of a facility beyond the first day (or partial day) as  
5 described above must be approved by the Executive; otherwise, the facility will be deemed open.

6                                   **B. Pay for employees where facilities remain open for business.**

7                                   Where a department, office or facility remains open but inclement weather conditions prevent  
8 an employee from reporting to work:

9   1. The employee will notify his or her supervisor of the absence as soon as  
10 possible.

11   2. The employee may request, and the supervisor may approve, the use of  
12 compensatory time, vacation time, or leave without pay to cover the absence. Sick leave may not be  
13 used in such instances except where appropriate under sick leave provisions of the King County  
14 Code, Personnel Guidelines and this collective bargaining agreement.

15                                   *Section 7:* If federal or state law grants new or additional leave to employees the applicable  
16 law will apply.

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 6: SICK LEAVE AND TIME OFF FOR MEDICAL AND FAMILY REASONS**

2 Employees covered by this Labor Agreement shall be eligible for sick leave, medical and  
3 family leave benefits as provided by King County Code 3.12.220 as amended. It is the intent of the  
4 parties to provide all employees the rights guaranteed by applicable federal, state, and local leave  
5 laws, as well as additional benefits that have been specifically negotiated by the parties.

6 *Section 1.* Employees eligible for leave benefits shall accrue sick leave benefits at  
7 the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight  
8 hours per month. The employee is not entitled to sick leave if the sick leave has not been previously  
9 earned.

10 *Section 2.* During the first six months of service, employees eligible to accrue vacation leave  
11 may, at their immediate supervisor's discretion and in accordance with applicable law, use any  
12 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six  
13 months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

14 *Section 3.* Sick leave may be used in one-half hour increments, at the discretion of the  
15 employee's immediate supervisor.

16 *Section 4.* There shall be no limit to the hours of sick leave benefits accrued by an eligible  
17 employee.

18 *Section 5.* Separation from or termination of County employment except by reason of  
19 retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary  
20 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or  
21 termination. Should the employee resign with at least two weeks' written notice except as waived by  
22 the employee's supervisor or be separated for non-disciplinary medical reason or be laid off, and  
23 return to County employment within two years, accrued sick leave shall be restored, but the  
24 restoration shall not apply where the former employment was in a term-limited temporary position.

25 *Section 6.* Employees eligible to accrue sick leave and who have successfully completed at  
26 least five years of County service and who retire as a result of length of service or who terminate by  
27 reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable,  
28 an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the

1 employee's rate of pay in effect upon the date of leaving County employment less mandatory  
2 withholdings. This sick-leave cash-out is subject to any determination by bargaining unit members to  
3 have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon  
4 retirement as a result of length of service, as set forth in the King County Code. Such determination  
5 is applicable to all members of the bargaining unit.

6 **Section 7.** An employee must use all of his or her accrued sick leave and any donated sick  
7 leave before taking unpaid leave for his or her own health reasons. If the injury or illness is  
8 compensable under the County's workers compensation program, then the employee has the option to  
9 augment or not augment time loss payments with the use of accrued sick leave. For a leave for family  
10 reasons, the employee shall choose at the start of the leave whether the particular leave will be paid or  
11 unpaid. When an employee chooses to take paid leave for family reasons, he or she may set aside a  
12 reserve of up to eighty hours of accrued sick leave. An employee may choose to use sick leave or  
13 other paid time off for the following reasons:

14 A. The employee's bona fide illness, but an employee who suffers an occupational  
15 illness may not simultaneously collect sick leave and worker's compensation payments in a total  
16 amount greater than the net regular pay of the employee;

17 B. The employee's incapacitating injury, but:

18 1. an employee injured on the job may not simultaneously collect sick leave  
19 and worker's compensation payments in a total amount greater than the net regular pay of the  
20 employee; though an employee who chooses not to augment his or her worker's compensation time  
21 loss pay through the use of sick leave shall be deemed on unpaid leave status;

22 2. an employee who chooses to augment workers' compensation payments  
23 with the use of accrued sick leave shall notify the safety and workers' compensation program office in  
24 writing at the beginning of the leave.

25 3. an employee may not collect workers' compensation time loss payments for  
26 physical incapacity due to any injury or occupational illness which is directly traceable to  
27 employment other than with the County;

28 C. The employee's exposure to contagious diseases and resulting quarantine;

1                   D. A female employee's temporary disability caused by or contributed to by  
2 pregnancy and childbirth;

3                   E. The employee's medical or dental appointments, provided that the employee's  
4 immediate supervisor has approved the use of sick leave for such appointments;

5                   F. To care for the employee's child as defined in this chapter if the child has an illness  
6 or health condition which requires treatment or supervision from the employee; or

7                   G. To care for other family members, if:

8                   1. the family member is (1) the employee's spouse or domestic partner; (2) a  
9 child of the employee's spouse or domestic partner; (3) the parent of the employee, employee's  
10 spouse or domestic partner; (4) an individual who stands or stood in loco parentis to the employee,  
11 the employee's spouse or domestic partner; or (5) a grandparent of the employee; and

12                   2. the reason for the leave is one of the following:

13                   (a) the birth of a son or daughter and care of the newborn child, or  
14 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
15 within twelve months of the birth, adoption or placement;

16                   (b) the care of the child of the employee's spouse or domestic partner  
17 whose illness or health condition requires treatment or supervision by the employee; or

18                   (c) the care of a family member because he/she has a serious health  
19 condition or an emergency condition.

20                   **Section 8.** An employee may take a total of up to eighteen work weeks unpaid leave for his or  
21 her own serious health condition, and for family reasons, combined within a twelve-month period.

22 The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in  
23 whole or partial days as needed. Intermittent leave is subject to the following conditions:

24                   A. When leave is taken after the birth or placement of a child for adoption or foster  
25 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by  
26 the employee's immediate supervisor;

27                   B. An employee may take leave intermittently or on a reduced schedule when  
28 medically necessary due to a serious health condition of the employee or a family member of the



1 employee; and

2 C. If an employee requests intermittent leave or leave on a reduced leave schedule  
3 under K.C.C. 3.12.220.I.2 that is foreseeable based on planned medical treatment, the immediate  
4 supervisor may require the employee to transfer temporarily to an available alternative position for  
5 which the employee is qualified and that has equivalent pay and benefits and that better  
6 accommodates recurring periods of leave than the regular position of the employee.

7 **Section 9.** Use of donated leave shall run concurrently with the eighteen work week family  
8 medical leave entitlement.

9 **Section 10.** The County shall continue its contribution toward health care benefits during any  
10 unpaid leave taken under this Article.

11 **Section 11.** Department management is responsible for the proper administration of the sick  
12 leave benefit. Verification from a licensed health care provider may be required to substantiate the  
13 health condition of the employee or family member for leave requests.

14 **Section 12.** An employee who returns from unpaid family or medical leave within the time  
15 provided in this section is entitled, subject to bona fide layoff provisions, to:

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

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

19 **Section 13.** Failure to return to work by the expiration date of a leave of absence may be  
20 cause for removal and result in termination of the employee from County employment.

21 **Section 14. Sick Child Benefit Program:** The County agrees to provide employees with a  
22 mildly sick child childcare service for eligible dependent children. The service is provided at no cost  
23 to employees as long as they are pre-registered in the program.

24

25

26

27

28

1 **ARTICLE 7: HOLIDAYS**

2 *Section 1.* The following days are hereby designated as official county holidays:

- 3 • January 1, New Year's Day;
- 4 • Third Monday in January, Martin Luther King, Jr. Birthday;
- 5 • Third Monday in February, President's Day;
- 6 • Last Monday in May, Memorial Day;
- 7 • July 4, Independence Day;
- 8 • First Monday in September, Labor Day;
- 9 • November 11, Veteran's Day;
- 10 • Thanksgiving Day and the day immediately following;
- 11 • December 25, Christmas Day;
- 12 • Special or limited holidays as declared by the president or governor, and as approved
- 13 by the council;
- 14 • Such other days in lieu of holidays as the council may determine;
- 15 • Employees eligible for leave benefits shall be granted two personal holidays to be
- 16 administered through the vacation plan; provided, that the hours granted to
- 17 employees working less than a full-time schedule shall be prorated to reflect their
- 18 normally scheduled work day. One day shall be credited to the employee's leave
- 19 balance on the first of October and one day on the first of November.

20 *Section 2.* For holidays falling on a Saturday, the Friday before shall be a paid holiday. For  
21 holidays falling on a Sunday, the Monday following shall be a paid holiday.

22 *Section 3.* An employee must be eligible for leave benefits and in a pay status on the day  
23 prior to and the day following a holiday to be eligible for holiday pay. However, an employee who  
24 has successfully completed at least five years of county service and who retires at the end of a month  
25 in which the last regularly scheduled working day is observed as a holiday, shall be eligible for  
26 holiday pay if the employee is in a pay status the day before the day observed as a holiday.

27 *Section 4.* If an employee is directed to work on a holiday, he/she will receive 8 hours holiday  
28 leave pay and be paid overtime for all hours actually worked. The employee may take the time

1 worked as paid or as compensatory time at the employee's discretion.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

2 **Section 1.** Effective on January 1, 2008; 2009; 2010 and 2011, the base wage rates in effect  
3 the previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index  
4 (September to September) with a maximum increase of six percent but not less than two percent.

5 **Section 2.** The parties agree that the classifications covered by this agreement shall be paid  
6 pursuant to the pay plan set out in Addendum A. Addendum A reflects an internal equity adjustment  
7 of two (2) ranges, effective January 1, 2007.

8 After the first six months of employment, employees will progress to the next salary step.  
9 Thereafter, step increases will occur on each January 1st until the employee reaches the top of the  
10 salary range.

11 **Section 3.** Employees who are at the top step of their salary range will be eligible for a merit  
12 increase of either 2.5% or 5% above the top step, at the County's discretion. Employees are eligible  
13 for the merit increase who have achieved a performance rating of "outstanding" (at least 4.34 on a  
14 scale of 1-5) in two consecutive years. An employee's performance rating and a decision to grant a  
15 merit increase is not subject to the grievance and arbitration provisions of this contract.

16 **Section 4.** An employee who is promoted to a position in a classification having a higher  
17 maximum salary shall be placed at the nearest step in the new salary range which provides the  
18 employee with at least a 5% increase above the employee's regular rate of pay.

19 **Section 5. Lead and Training Pay:** Employees assigned, in writing, by the division manager  
20 or his/her designee to train temporary employees and be responsible for their work product or to  
21 perform lead-worker duties over employees in the same classification, shall be compensated at a rate  
22 which is five percent (5%) greater than their regular rate for all time so assigned.

23 **Section 6. Classification Review:** Employees in this bargaining unit are subject to the binding  
24 arbitration provisions of RCW 41.56.492; therefore, the County will conduct a classification review of all  
25 positions in the unit for the purpose of developing Transit specific classifications. The methodology  
26 for the review will be at the discretion of the County. Any employee appeals from this review may  
27 only be made in accordance with Article 11, Section 7 of this agreement. Provided, however, that if  
28 there are any changes in wages negotiated as a result of this review they will be effective January 1,

1 2010. Further, in the event that the County enters into any coalition negotiations for the  
2 Administrative Support Services Occupational group this bargaining unit will be excluded.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

2       *Section 1.* The normal work week for employees shall consist of five consecutive work days  
3 not to exceed eight hours in a nine hour period. The parties agree that alternative work schedules may  
4 be established that are mutually agreed between the employee and his or her immediate supervisor.

5       *Section 2.* Employees shall be compensated at the rate of time and one-half for all hours  
6 worked in excess of their scheduled work shift, or in excess of forty hours in one workweek, or work  
7 on a holiday (as defined by Article 7, Section 1) or a regularly scheduled day off. Overtime may be  
8 paid as compensatory time at the rate of time and one-half, if requested by the employee and  
9 approved by the employee's immediate supervisor.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

2           The County will provide a medical, dental, vision and life insurance plan for all benefit  
3 eligible employees; such plans, including any changes thereto, to be negotiated by the County and the  
4 Union through the Joint Labor-Management Insurance Committee.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 11: MISCELLANEOUS**

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

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

10 **Section 3: Clothing and Safety Equipment:** The County will continue to provide all articles  
11 of clothing and equipment required for safety and/or identification, according to current practice.

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

17 **Section 5. Bus Passes:** The County will provide all regular employees with bus passes at no  
18 cost in accordance with current practice and County ordinance. Further, any member of the  
19 bargaining unit who was entitled to a retiree bus pass prior to the January 1, 1996 merger with King  
20 County shall continue to be eligible for a retiree bus pass.

21 **Section 6. Work Outside of Classification:** All work outside of classification shall be  
22 assigned in writing by the supervisor. A Career Service employee so assigned to work outside of  
23 classification shall be paid at the nearest step in the higher range which provides the employee at least  
24 a 5% above his/her regular rate of pay for all time worked out of class.

25 If the employee works continuously in the higher classification for twelve (12) months, the  
26 position may be submitted by the Human Resources Division of the Department of Executive  
27 Services, Transit Division management, or the employee for reclassification consideration. If the  
28 employee is performing the work of a higher level classification because the employee who normally



1 performs this work is on leave of absence, the parties will meet to discuss the issue.

2       **Section 7. Reclassification:** Requests for reclassification may be made because an employee  
3 has been working in an out of class assignment for twelve (12) months or longer, or because there is a  
4 significant change in an employee's duties and responsibilities for a period of twelve (12) months or  
5 longer. No employee shall submit a reclassification request if it has been less than one (1) year since  
6 the date of a previous reclassification determination.

7       Requests for reclassification must be submitted on the County's Position Description  
8 Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her  
9 supervisor for review and comment. The supervisor will review and comment within thirty (30)  
10 calendar days, and then forward the form to the section manager. The section manager shall have  
11 thirty (30) days to review and comment and forward the form to the Human Resources Division of the  
12 Department of Executive Services.

13       If the supervisor or section manager has any disagreement with the information provided on  
14 the form by the employee, the supervisor or section manager will discuss this disagreement with the  
15 employee prior to forwarding the form to the Human Resources Division of the Department of  
16 Executive Services.

17       If the Human Resources Division of the Department of Executive Services determines that an  
18 employee should be reclassified, the reclassification will be effective the date the final PDQ was  
19 submitted to the employee's supervisor. If the Human Resources Division of the Department of  
20 Executive Services determines that a reclassification is not appropriate, the Union may request a  
21 hearing with a mutually agreed upon mediator/arbitrator as provided through the King County  
22 Alternative Dispute Program within thirty (30) calendar days from the date the employee was notified  
23 that a reclassification would not take place.

24       The parties are agreed that the mediator/arbitrator's role in this hearing will be to consider  
25 testimonial and documentary evidence presented by the County and the Union regarding the  
26 employee's appropriate job classification. The mediator/arbitrator will make a determination as to  
27 whether the employee is correctly classified and, if not, the appropriate classification to which the  
28 employee should be assigned.

1 The parties agree that should there be a reclassification dispute, hearings shall be conducted  
2 up to twice a year as agreed upon by the parties.

3 **Section 8. Alternative Work Schedules:** Alternative work schedules may be established in  
4 accordance with Executive Policy PER 18-1, May 1, 1990, RE: Alternative Work Schedules. When  
5 a supervisor establishes a schedule change or determines how to respond to an employee's request for  
6 an alternative work schedule, he/she must consider the employee's childcare and other family and  
7 transportation needs in making the decision. A minimum of thirty (30) days' written notice to the  
8 employee must be given for a change in work schedule unless mutually agreed between the parties.

9 The parties recognize the importance of regularly reporting to the assigned work site for the  
10 purposes of accomplishing work. However, an employee may occasionally request, and a supervisor  
11 may occasionally approve, an alternative telecommuting work schedule for a limited period of time  
12 for the purpose of accommodating and balancing the individual needs of an employee and the  
13 business needs of the organization. Additionally, employees are covered by the King County  
14 Telecommuting Policy (PER- 18.4 (AEP)), and any amendments thereto.

15 **Section 9. Training:** The County recognizes the benefit of training and will provide  
16 information and access to training opportunities for employees, within budgeted appropriations. The  
17 decision to provide training opportunities will be based upon, but not limited by, the overall  
18 objectives of encouraging and motivating employees to improve their work performance.

19 An employee enrolled in a degree program that the County determines to be job-related may  
20 be eligible to receive reimbursement from the County for up to 50% of this program.

21 An employee who takes individual classes or courses that the County determines to be job-  
22 related may be eligible to receive reimbursement from the County for up to 100% of class fees or  
23 course fees. The decision to provide any reimbursement or initial course approval is solely based  
24 upon the County's discretion and is subject to financial constraints.

25 **Section 10.** For the duration of this contract, the County will continue to provide all safety-  
26 related equipment that is currently provided and/or required by law, including furniture and  
27 equipment designed to reduce the risk of injuries associated with positions in this bargaining unit.

28 **Section 11. Lateral Transfers:** Prior to the initiation of any competitive process to fill a

1 vacant bargaining unit position, regular employees of the bargaining unit holding the same  
2 classification as that of the vacant position shall be given the opportunity to make a lateral transfer to  
3 the vacant position. Such lateral transfers shall be accomplished pursuant to the following procedure:

4           A. Notification of the vacancy shall be provided to all regular bargaining unit  
5 employees whose classification is the same as that of the vacant position and thus eligible for lateral  
6 transfer considerations. Employees are presumed qualified to laterally transfer and shall not be  
7 required to complete skills or other testing.

8           B. Eligible regular employees expressing interest in a lateral transfer shall be  
9 interviewed by the manager/designee.

10           C. If none of the interested eligible regular employees are selected for lateral transfer,  
11 the position will be filled through the County's hiring processes.

12           D. Interested eligible regular employees who are not selected through the lateral  
13 transfer process may apply for the position during the competitive examination process.

14           E. An employee who laterally transfers or achieves the lateral position through the  
15 competitive examination process shall be required to serve a probationary period in the new position.

16           **Section 12. Home Free Guarantee:** The County will operate a program to provide  
17 employees with a free ride home by taxi, if on a given day the employee has commuted to work by  
18 bus, carpool, vanpool, bike or walking on the day of the trip and has an emergency or works  
19 unanticipated overtime that day which requires the employee to leave work at other than the  
20 employee's regularly scheduled quit time. Determination of what constitutes a qualified emergency  
21 will be made at each worksite by the employee so designated by the County. Employees can exercise  
22 their home free guarantee a maximum of eight (8) times per calendar year.

23           **Section 13. Meals in Declared Emergency:** In the event of a bona fide emergency which is  
24 declared by the King County Executive, an employee will receive the meal per diem or appropriate  
25 meal for any time in which that employee is required because of the emergency to remain at work in  
26 excess of twelve (12) consecutive hours or is required to work in excess of eight hours on a day the  
27 employee was not scheduled to work. Expense receipts are not required for reimbursement.

28           **Section 14. Accidental Death Benefit – Criminal Assault:** The County provides special

1 coverage in the event of a felonious assault. The maximum benefits payable is \$50,000 for death,  
2 dismemberment, loss of sight, or permanent total disability, less any amount payable under a group  
3 life or accidental death and dismemberment policy.

4 **Section 15. Home visits to verify an illness:** If an employee is directed to visit another  
5 employee at home to verify an illness, the following will apply:

- 6 1. A minimum of two employees will be sent.
- 7 2. The employees will be provided functional communication equipment (cell phone,  
8 Nextel, etc.).
- 9 3. A known itinerary will be established, so the supervisor will know if a home visit  
10 team is overdue.

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 12: DISCIPLINE**

2        **Section 1. Just Cause:** The County may discipline an employee for just cause. If the County  
3 determines to impose disciplinary action against any employee for any reason, the employee shall be  
4 apprised of his/her rights of appeal and representation. Discharge during an employee's probationary  
5 period is not subject to the grievance procedure since such employees serve at-will.

6        **Section 2. Personnel Records:** An employee may request, after a minimum of two years, to  
7 have records of written reprimands removed from the employee's personnel file. The County will  
8 consider the request if no related violations have occurred since the reprimand was issued. The  
9 employee has the right to have placed in his/her personnel file rebuttals to any written  
10 communications from County managers or supervisors. Employees may request to have included in  
11 the personnel file any written documentation that reflects favorably on the employee's conduct or  
12 work quality. Nothing in this section shall prevent the County and the Union from reaching a  
13 mutually acceptable agreement regarding the removal or revision of personnel records as the result of  
14 a grievance settlement.

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 13: PERFORMANCE APPRAISALS AND PERFORMANCE IMPROVEMENT**

2 **PLAN**

3 Each career service employee will receive regular performance evaluations. When an  
4 employee's supervisor believes the career service employee's performance is unsatisfactory, the  
5 supervisor will document the specific performance deficiencies with a written performance appraisal.  
6 This employee may request that this performance appraisal be reviewed by the next higher level of  
7 supervision. Upon receipt of an unsatisfactory performance appraisal and, if requested, the  
8 completion of a higher level review which confirms the unsatisfactory performance appraisal, the  
9 employee will be placed on a Performance Improvement Plan. The Performance Improvement Plan  
10 will be reviewed by Transit Human Resources and will include the following:

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

20 The act of placing an employee on a Performance Improvement Plan is not a grievable action.

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

25 When an employee is unable to satisfactorily perform the specific performance objectives of  
26 his/her Performance Improvement Plan, the supervisor may extend the period of the Performance  
27 Improvement Plan if the supervisor determines that the employee may be able to make the required  
28 improvements if given more time.

1 An employee who is unable to satisfactorily perform the specific performance objectives of  
2 his/her Performance Improvement Plan will be subject to demotion or discharge from employment.  
3 Demotions or discharges resulting from a failure to satisfactorily complete a Performance  
4 Improvement Plan will be subject to the grievance and arbitration process in Article 14.

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

2       **Section 1. Grievance/Arbitration/Mediation:** The County recognizes the importance and  
3 desirability of settling grievances promptly and fairly in the interest of continued good employee  
4 relations and morale. Employees will be unimpeded and free from restraint, interference, coercion,  
5 discrimination or reprisal in seeking adjudication of their grievances, and every effort will be made to  
6 settle grievances at the lowest possible level of supervision. To this end, the following procedure will  
7 be followed.

8       Each and every provision of this collective bargaining agreement is enforceable through these  
9 Dispute Resolution Procedures. Remedies may include a specific action or any other equitable  
10 remedy agreed to by the parties or as imposed by an arbitrator pursuant to this agreement.

11               **A. Definition.**

12               Grievance - An issue raised by an employee relating to interpretation of his/her  
13 rights, benefits, or conditions of employment as contained in this Agreement. Probationary  
14 employees shall not have the right to pursue grievances over terminations of employment but shall be  
15 able to pursue grievances as otherwise provided in this Section. The express language of the  
16 collective bargaining agreement is controlling. This does not preclude either party from submitting  
17 County policies or procedures as collaborating evidence in a grievance.

18               **B. Procedure.**

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

25               **Step 2.** If after thorough discussion with the supervisor, the grievance has not  
26 been satisfactorily resolved, the employee and his/her representative shall reduce the grievance to  
27 writing, outlining the facts as they are understood. The written grievance may then be presented to  
28 the Section Manager within ten (10) workdays as stated above for investigation, discussion, and



1 written reply. The Section Manager shall make his/her written decision available to the aggrieved  
2 employee within ten (10) working days. If the grievance is not pursued to the next higher level within  
3 the following ten (10) working days, it shall be presumed resolved.

4 *Step 3.* If after thorough evaluation, the decision of the Section Manager has  
5 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
6 Division Manager. All letters, memoranda and other written materials previously submitted to lower  
7 levels of supervision shall be made available for the review and consideration of the Division  
8 Manager/designee. He/she may interview the employee and/or his/her representative and receive any  
9 additional related evidence that he/she may deem pertinent to the grievance. He/she shall make  
10 his/her written decision available within fifteen (15) working days. If the matter is not resolved and  
11 the Union wishes to pursue the matter further, the Union must file a request for arbitration with both  
12 the Human Resources Division of the Department of Executive Services and Transit Human  
13 Resources within 30 calendar days following receipt of the Division Manager/designee written  
14 response. If the grievance is not pursued to arbitration within thirty (30) working days, it shall be  
15 presumed resolved.

16 *Step 4.* If Arbitration has been timely requested, the parties may with mutual  
17 consent attempt Grievance Mediation. The process will use a mutually acceptable mediator and  
18 conclude within thirty (30) days after the mutual request.

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

1 delegated to any civil service commission or personnel board, as defined in RCW 41.56.

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

5 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
6 equally by both parties. Each party is responsible for its respective representational fees and  
7 expenses, regardless of the outcome of the hearing.

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

11 There shall be no strikes, cessation of work or lockout during arbitration.

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

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

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

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

22 1. A meeting will be arranged by the Union representative and County  
23 representative (or their designees) to attempt to resolve the matter.

24 2. (a) The meeting will include a mediator and the affected parties.

25 (b) The parties may mutually agree to other participants such as union  
26 and management representatives or subject matters experts.

27 3. The parties will meet at mutually agreeable times to attempt to resolve the  
28 matter.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

4. If the matter is resolved, the grievance will be withdrawn.

5. If the matter is not resolved, the grievance will continue through the grievance process.

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

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

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

**Section 3. Non-Contractual Dispute Resolution and Mediation:** The intent of this section is to provide employees and supervisors with a dispute resolution process for issues for which the grievance and arbitration processes do not apply. An employee who has a non-contractual dispute is encouraged to exercise his/her rights to pursue dispute resolution and, if mutually agreed to, use mediation to resolve the dispute.

To initiate this process, the employee will request a dispute resolution meeting with his/her immediate supervisor. The employee and his/her supervisor will then meet in an attempt to resolve the dispute. The supervisor may provide the employee with a written summary of the meeting and outcome.

If the dispute remains unresolved, the employee and supervisor may mutually request mediation. The request for mediation will be made, in writing, to Transit Human Resources. Mediation will use the King County ADR Program and will be concluded, if practicable, within 30 days of the request for mediation.

1 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

2           Neither the County nor the Union shall unlawfully discriminate against any individual with  
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
4 religion, national origin, sexual orientation, marital status, age, sex, ancestry, or disability.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 16: SAVINGS CLAUSE**

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

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 17: EMPLOYEE RIGHTS**

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

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any  
6 employee for any reason, the employee shall be apprised of his/her rights of appeal and representation  
7 as provided for in Article 14 (Dispute Resolution Procedures) of this Agreement.

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

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

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

24 **Section 6. Defense and Indemnification:** In accordance with KCC Chapter 4.13, whenever  
25 an employee is named as a defendant in a civil or criminal action arising out of the performance of the  
26 employee's duties and is acting within the scope of employment, the County shall, at the written  
27 request of the employee, furnish counsel (or, solely at the County's discretion, reimburse the  
28 employee the cost of their private counsel) to represent the employee to a final determination of the

1 action, without cost to the employee. To have the benefit of such legal representation and  
2 indemnification, the employee must have acted in good faith, with no reasonable cause to believe  
3 such conduct was unlawful, and within the scope of their county employment. All questions as to  
4 whether the employee is entitled to indemnification shall be decided by the chief civil deputy  
5 prosecuting attorney in accordance with KCC 4.13.020(B).

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 18: UNION REPRESENTATION**

2       *Section 1.* Authorized representatives of the Union may, after notifying the County official in  
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for the  
4 purpose of investigating grievances, and to conduct union business that is directly related to the  
5 administration of this agreement.

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

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

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

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



1 **ARTICLE 19: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

20           a. Discharge.

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

1 **ARTICLE 20: REDUCTION IN FORCE**

2 ***Section 1. Layoff Process:***

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

9 2. When the elimination of a career service position will result in an employee being  
10 laid off, the employee will be selected by inverse seniority within the layoff group, as defined below.

11 ***Section 2. Seniority:*** For the Administrative Support Bargaining Unit, seniority shall be  
12 defined as: the start date in classification within the layoff group. Part time hours will be pro-rated.  
13 In the event of a layoff, seniority shall be calculated by the Union.

14 Seniority within the Rideshare Bargaining Unit shall be defined as: total service within the  
15 classification/position, County service will be considered when the time in classification/position is  
16 equal. Seniority will be adjusted for all time in excess of thirty continuous days when not in pay  
17 status. In the event of a layoff within the Rideshare Bargaining Unit, seniority shall be calculated by  
18 the Union.

19 Time worked as a King County temporary, in an Administrative Support or Rideshare  
20 bargaining unit classification, shall be counted, provided there is no break in service, as determined  
21 by the union. Seniority will be adjusted for all time in excess of thirty continuous days, when not in  
22 pay status.

23 Layoff Groups. Layoff groups are defined as follows:

- 24 • Operations Training
- 25 • Service Communication
- 26 • Service Quality
- 27 • Operations Bases and Management office
- 28 • Accessible Services/Sales & Customer Services/Service Development

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- Power & Facilities
- Vehicle Maintenance
- Information Technology
- Transit Security
- Transit Safety
- Research Management Information
- Rideshare

**Section 3. Notice:** When elimination of a position will result in an employee being laid off, the County will provide written notice to the Union and the affected employee at least 90 calendar days prior to the effective date of the layoff.

**Section 4. Recall:**

1. A career service employee who is laid off will have general recall rights to other vacant County positions, for a period of two years following the employee's layoff. In addition, the employee will retain specific recall rights to the position from which he/she was laid off from for an additional one-year period following the end of the two-year general recall period. During the three-year specific recall period, the employee will retain specific recall rights to the position from which he/she was laid off regardless of whether the employee has accepted a different position within the County.

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

3. When a laid off employee applies for, or is referred to, a bargaining unit position and such employee is unsuccessful in obtaining the position, the employee will be provided with the rationale for his or her own non-selection, interview and test scores, and other documentation used to make the determination.

4. An employee who is recalled from layoff will have all unpaid sick leave balances restored.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Section 5. Outplacement Services:** The County will contract with qualified firms to provide outplacement services for employees who have been notified of their impending layoff. Each affected employee will be allowed to access such outplacement services for a period of one year following receipt of his/her notice of layoff, or to a maximum expenditure of \$2,500, whichever comes first.

1 **ARTICLE 21: COMPLETE AGREEMENT**

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

8           However, if the parties agree to bargain during the term of this Agreement, amendments and  
9 modifications may be made by the King County Executive/designee and the Union.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

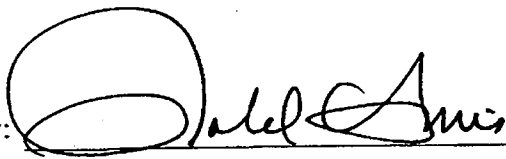
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

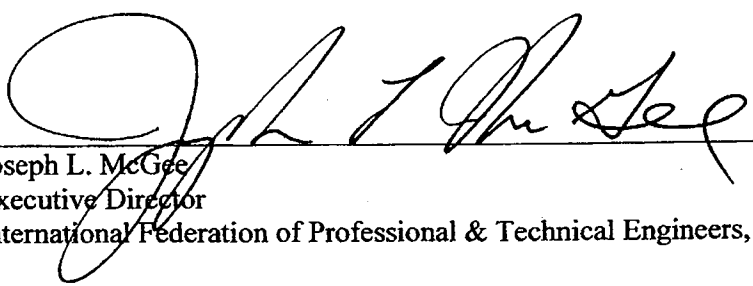
**ARTICLE 22: DURATION**

This Agreement shall become effective upon the conclusion of the approval process by King County Council and cover the period January 1, 2007 through December 31, 2011.

Contract negotiations for a successor agreement beginning January 1, 2012 may be initiated by either party providing to the other written notice of its intention to do so prior to September 31, 2011. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this 15 day of July, 2008

By:   
King County Executive

  
Joseph L. McGee  
Executive Director  
International Federation of Professional & Technical Engineers, Local 17

16220

Binder: 047

Union Codes: C2

**Addendum A**  
**International Federation of Professional and Technical Engineers, Local 17**  
**Administrative Support & Rideshare**

Class Code	Peoplesoft Code	MSA Code	Classification	Pay Range
4200100	421113	8385	Administrative Office Assistant	31
4201100	421217	8386	Administrative Specialist I	35
4201200	421308	8387	Administrative Specialist II	39
4201300	421418	8388	Administrative Specialist III	43
4201400	421510	8389	Administrative Specialist IV	48
4300100	431206	8401	Customer Service Specialist I	34
4300200	431311	8402	Customer Service Specialist II	38
4300300	431408	8403	Customer Service Specialist III	42
4300400	431503	8404	Customer Service Specialist IV	47
4101100	411107	8378	Fiscal Specialist I	36
4101200	411207	8379	Fiscal Specialist II	40
4101300	411314	8380	Fiscal Specialist III	44
4101400	411405	8381	Fiscal Specialist IV	49
4103100	414104	8383	Revenue Processor	39
4400100	441104	8405	Technical Information Processing Specialist I	34
4400200	441209	8406	Technical Information Processing Specialist II	36
4400300	441307	8407	Technical Information Processing Specialist III	42
4400400	441404	8408	Technical Information Processing Specialist IV	47

Attachment B

For rates, refer to the King County Squared Salary Table. Employees occupy steps 2, 4, 6, 8, 10 of the above ranges and progress accordingly in the pay ranges.