



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 15, 2008

Ordinance 16332

Proposed No. 2008-0608.1

Sponsors Gossett and Phillips

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

8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

15


16 SECTION 2. Terms and conditions of said agreements shall be effective from
17 September 1, 2008, through and including August 31, 2011.

18

Ordinance 16332 was introduced on 11/10/2008 and passed by the Metropolitan King
County Council on 12/15/2008, by the following vote:

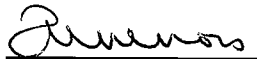
Yes: 7 - Ms. Patterson, Mr. Constantine, Ms. Lambert, Mr. von Reichbauer,
Mr. Ferguson, Mr. Gossett and Mr. Phillips
No: 0
Excused: 2 - Mr. Dunn and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 23 day of December, 2008.



Ron Sims, County Executive

2009 DEC 24 AM 8:59
CLERK
KING COUNTY COUNCIL
RECEIVED

Attachments A. Agreement Between King County and International Federation of Professional and
 Technical Engineers--Local 17--Transit Chiefs, B. Memorandum of Agreement By and
 Between King County and International Federation of Professional and Technical
 Engineers Local 17 Transit Chiefs

16332

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AGREEMENT BETWEEN

KING COUNTY

AND

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL 17

TRANSIT CHIEFS

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1 **Preamble**

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

6 **Purpose**

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

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

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

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

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

1 **ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION**

2 **Section 1. Union Recognition**

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

9 **Section 2. Union Membership**

10 A. It is a condition of employment that, within 30 days of the effective date of this
11 Agreement, all Employees covered by this Agreement will become and remain members in good
12 standing in the Union, or pay an agency fee to the Union in lieu of membership. Each Employee
13 covered by this Agreement and hired into the bargaining unit on or after its effective date will, on the
14 thirtieth day following the beginning of such employment, become and remain a member in good
15 standing of the Union, or pay an agency fee to the Union in lieu of membership. Unless otherwise
16 required to do so, non-Local 17 employees working in an acting capacity in a bargaining unit position
17 shall not have to pay union dues unless the assignment exceeds ninety (90) days, thereafter the
18 employee shall pay dues for the duration of the assignment.

19 B. An Employee who holds bona fide religious tenets or teachings that prohibit union
20 membership or the payment of dues or initiation fees to union organizations, or for any other reason is
21 eligible for a religious exemption under applicable law, will pay an amount of money equivalent to
22 regular union dues and initiation fees to a charitable organization mutually agreed upon by the
23 Employee and the Union. Such Employee will furnish the Union with written proof that such
24 payments are being made. Disputes between an Employee and the Union over eligibility for a
25 religious exemption will be resolved through the procedures set forth in WAC 391-95.

26 C. Failure by an Employee to abide by the provisions of paragraph A and B will
27 constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union
28 will provide the Employee and the County with 30 days notification of the Union's intent to initiate

1 discharge action. During this period, the Employee may make restitution of the amount, which is
2 overdue.

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

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

9 **Section 3. Union Dues Deduction**

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

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

17 **Section 4. Shop Stewards**

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

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

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

27 **Section 6. Union Postings**

28 The County will permit the Union to post or distribute, in Employees' work locations,

1 announcements of meetings, election of officers, and other Union materials, provided there is
2 sufficient space beyond what is required by the County for normal operations. Only recognized,
3 officers, stewards and staff representatives of the Union will be entitled to post and remove Union
4 materials, and only materials originating from the Union office and bearing the Union logo or
5 letterhead may be posted on the Union bulletin board space.

6 **Section 7. Retired Employees**

7 The County and the Union recognize the benefit of rehiring retired Employees on a temporary
8 basis into classifications in which they were previously employed consistent with Washington State
9 Department of Retirement Services restrictions on retirees returning to work.

10 **Section 8. Non-Discrimination**

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

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1 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

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

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1 **ARTICLE 3: EMPLOYEE RIGHTS**

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

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

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

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

6 **Section 2. Union Representation**

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

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1 **ARTICLE 4: PERFORMANCE APPRAISALS**

2 **Section 1. Performance Appraisals**

3 Each Employee will receive regular performance appraisals.

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1 **ARTICLE 5: PROBATION**

2 **Section 1. Length of Probation**

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

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

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

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

15 **Section 3. Dispute resolution**

16 **A. Performance**

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

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

26 **B. Discipline**

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

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

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1 **ARTICLE 6: DISCIPLINE**

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

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

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1 **ARTICLE 7: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Purpose**

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

7 **Section 2. Time limits**

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

13 **Section 3. Employee Responsibility**

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

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

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

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

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

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

3 **Section 5. Contractual Disputes**

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

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

14 **C. Step One:**

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

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

23 (d) The remedy being sought.

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

28 **D. Step Two:**

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

5 2) Upon receipt of the Step Two grievance request, the Supervisor of Transit
6 Employee Relations/designee and the Section Manager/designee will meet with the Employee and the
7 Union in an attempt to resolve the Employee's grievance. The County must issue a written decision
8 to the Employee and the Union within 20 days of receipt of the Step Two request. This decision will
9 have the concurrence of the Director of the Human Resources Division of the Department of
10 Executive Services.

11 **E. Mediation:**

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

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

23 **F. Arbitration:**

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

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

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

11 3) The expense of the arbitration will be borne equally by the County and the
12 Union. The County and the Union will each bear their own expense (including attorney fees) for the
13 preparation and presentation of the arbitration regardless of the outcome of the case.

14 **Section 6. Unfair Labor Practices**

15 The parties agree that 30 days prior to filing an unfair labor practice (ULP) complaint with the
16 Public Employment Relations Commission (PERC), the complaining party will notify the other party,
17 in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing
18 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order
19 (TRO) as relief for the alleged ULP. The complaining party seeking a TRO will give the other party
20 at least 24 hours notice and promptly serve a copy of all written material on the other party prior to
21 the TRO hearing.

1 **ARTICLE 8: HOLIDAYS**

2 **Section 1. Approved Holidays**

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

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

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

23 **Section 2. Personal Holidays**

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

26 **Section 3. Work on a Holiday**

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

1 **Section 4. Holiday Accrual Bank**

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

4 **Section 5. Holiday Cash-out**

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

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1 **ARTICLE 9: VACATIONS**

2 **Section 1. Accrual Rates**

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

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| Completed Years of Active Service | Equivalent Annual Vacation Credit (days) |
|--------------------------------------|--|
| 0-4 | 12 |
| 5-7 | 15 |
| 8-9 | 16 |
| 10-15 | 20 |
| 16 | 21 |
| 17 | 22 |
| 18 | 23 |
| 19 | 24 |
| 20 | 25 |
| 21 | 26 |
| 22 | 27 |
| 23 | 28 |
| 24 | 29 |
| 25 and above | 30 |

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25 **Section 2. Vacation Accrual Date**

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

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

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

4 **Section 4. Disposition of Accrual**

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

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

10 **Section 5. Maximum Accrual**

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

15 **Section 6. Cancellation of Vacation Due to Emergency**

16 To avoid forfeiture of vacation as described in Section 5 above, an Employee may cash out a vacation
17 balance in excess of 480 hours if all of the following conditions are met:

18 1. In July of each year, the County will notify each Employee of his/her current
19 vacation balance. No later than August 31, each Employee who wishes to protect against forfeiture of
20 vacation must develop a written plan for use of vacation, approved in writing by his/her supervisor,
21 that demonstrates a vacation balance of no more than 480 hours will remain by the end of the payroll
22 year.

23 2. Documented emergency circumstances in the workplace, as determined by
24 management, or an Employee's documented illness or injury, force the cancellation of a vacation that
25 is set forth in an Employee's vacation plan.

26 3. The Employee and his/her supervisor in good faith, attempt, but fail, to reschedule
27 and implement the cancelled vacation by the end of the payroll year.

28 Cash out of vacation under the conditions listed above is limited as follows:

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1. Cash out may only bring an employee's vacation bank down to 480 hours; and

2. An employee may only cash out hours of planned vacation that were cancelled due to documented emergency circumstances, illness, or injury, less any vacation hours that were successfully rescheduled and taken.

An Employee who meets the criteria above may seek vacation cash out per this section or request carryover of vacation as described in Section 5, at his/her discretion. If a request for carryover is made which meets the above criteria, and is granted, the amount carried over must be included in the following year's vacation plan. Consecutive year request for payout or carry over must be reviewed and approved by the Department Director.

1 **ARTICLE 10: SICK LEAVE**

2 **Section 1. Accrual Rate**

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

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

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

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

9 **Section 3. Authorized Uses**

10 Sick leave may be used in accordance with Section 14.4.3 of the King County Personnel
11 Guidelines, the King County Family Medical Leave Act, and applicable State and federal laws.

12 **Section 4. Disposition of Accrual**

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

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

21 **Section 5. VEBA**

22 VEBA benefits will be made available to this bargaining unit to the extent, terms, and
23 duration that they are offered to this bargaining unit through the Joint Labor Management Insurance
24 Committee.

1 **ARTICLE 11: OTHER LEAVE BENEFITS**

2 **Section 1. Bereavement Leave**

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

7 **Section 2. Union Leave**

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

11 **Section 3. Executive Leave**

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

19 B. Employees assigned to a swing or graveyard shift or who have significant on-call
20 responsibilities will meet with their supervisor at the beginning of each year to discuss recognition for
21 their additional time commitments to work. These employees and supervisors will have a discussion
22 about the manner to recognize each employee's additional time commitments, and may include
23 whether each employee will generally flex his/her time to roughly account for additional time
24 commitments outside the normal work hours, complete regular shifts in addition to the extra time
25 commitments, and the amount of variation the additional commitments require to the employee's
26 normal schedule. Upon the completion of this discussion the employee will be granted up to an
27 additional five days of executive leave provided for in A. above annually. The grant of these
28 additional days of executive leave remains at the sole discretion of management. For employees

1 granted the additional five days of executive leave who continue to have extraordinary demands on
2 their off shift hours, flexibility with their work schedules may be granted by their immediate
3 supervisor.

4 C. Semi-annually, a joint collective bargaining agreement labor-management
5 committee will meet to review compliance with this and other collective bargaining provisions.

6 D. The yearly executive leave accrual will appear on the Employee's first paycheck in
7 January. Executive leave must be used in the payroll year granted and cannot be carried into the next
8 payroll year or cashed out. No executive leave will be paid in cash except in the event of an
9 Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

10 **Section 4. Other Leaves**

11 Each Employee is entitled to other leave benefits as provided for in the King County
12 Personnel Guidelines and applicable State and federal laws.

1 **ARTICLE 12: WAGES**

2 **Section 1. Wage Rates**

3 Effective September 1, 2008, the wage rates for Employees in the bargaining unit will be as
4 set forth in Addendum A, attached to this Agreement.

5 **Section 2. Wage Progression**

6 A. If a current County Employee is hired into a bargaining unit position, that
7 Employee will be placed at a step which provides a minimum five percent increase over the
8 Employee's former salary, not to exceed the established top step. A Chief's initial placement onto a
9 step on the salary schedule shall not be less than that which the employee could earn as an acting
10 Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted
11 Employee at a higher step when the department director determines this action is warranted based on
12 the criteria set forth in the King County Personnel Guidelines.

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

14 1) An Employee shall receive a step increase six months after the date of
15 his/her permanent appointment. Each subsequent step increase will be effective on January 1 of each
16 following year.

17 C. For the duration of this Agreement an Employee who has been at the top step of
18 his/her salary range for two years or more will be eligible annually for a merit increase of 2.5% or 5%
19 in accordance with the King County Merit Pay Plan in effect November 1, 2000, above the top step,
20 under the following conditions:

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

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

28 3) An Employee's performance rating and a decision to grant a merit increase

1 for a rating of 4.34 or higher is not subject to the grievance and arbitration provisions of this
2 Agreement.

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

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

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

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

1 **ARTICLE 13: BENEFITS**

2 **Section 1. Insurance Benefits**

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

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

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

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

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

17 **Section 3. Transit Passes**

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

20 **Section 4. Clothing Allowance**

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

23 B. An Employee who is required to wear safety shoes as a regular part of his/her
24 duties will be provided safety shoes through a voucher process with a yearly limit of \$160.

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

27 **Section 5. Accidental Death Benefit – Criminal Assault**

28 The County provides special coverage in the event of a felonious assault. The maximum

1 benefits payable is \$50,000 for death, dismemberment, loss of sight, or permanent total disability, less
2 any amount payable under a group life or accidental death and dismemberment policy.

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1 **ARTICLE 14: WORK ASSIGNMENTS**

2 **Section 1. Alternative Work Schedules**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1) This section applies to the following position titles: Chief of Material Management; Chief of Inventory Control; Chief of Body Rebuild Section; Chief of Machine Shop Section; Chief of Paint and Sign Shop; Chief of Revenue Fleet Inspection; Chief of Maintenance Training.

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

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

1 **ARTICLE 15: SUBCONTRACTING**

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

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1 **ARTICLE 16: LAYOFF AND RECALL**

2 **Section 1. Layoff Process**

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

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

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

12 **Section 2. Notice**

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

16 **Section 3. Recall**

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

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

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

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

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

6 **Section 4. Outplacement Services**

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

11 **Section 5. Layoff Seniority**

12 **A.** Seniority is under the jurisdiction of the Union. All questions or grievances
13 pertaining to seniority will be settled by the Union. Employee layoff seniority is defined by his/her
14 most recent permanent hire date into a position within a layoff group as defined by Section 6 of this
15 article. If two (2) Employees were hired on the same date, the Employee who has been employed by
16 King County or its predecessor organizations, including Metro, Metropolitan Transit, and Seattle
17 Transit for the longest continuous period of time shall have higher seniority.

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

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Section 6. Layoff Groups

Layoff Groups are defined as follows:

| Position Title |
|--|
| Chief of Base Operations |
| Chief of Service Quality |
| Chief of Transit Control Center (formerly Chief of Service Communications) |
| Chief of Operations Training |
| Chief of Mechanical Rebuild* |
| Chief of Machine Shop Section |
| Chief of Body Rebuild Section |
| Chief of Paint Shop |
| Chief of Electrical Section* |
| Chief of Vehicle Maintenance |
| Chief of Fleet Engineering |
| Chief of Stores |
| Chief of Chief of Electronics |
| Chief of Power |
| Chief of Radio Maintenance |
| Chief of Facilities & Maintenance |
| Chief of Information Production |
| Chief of Marketing and Promotions |
| Chief of Pass Sales |
| Chief of Employer/Retail Products |
| Chief of Customer Response |
| Coordinator, Rideshare Service Program |
| Coordinator, Vanpool Fleet |
| Coordinator, Customized Services |
| Chief of Rail Operations |
| Chief of Rail Vehicle Maintenance |
| Chief of Rail Materials Service Center |
| Chief of Rail Power |
| Chief of Rail Signals and Communication |
| Chief of Track & Facilities |
| Coordinator of Facilities Security |
| Chief of Rider Information |
| Coordinator, Operations Planning |
| Chief of Streetcar |

* Part of composite Chief of Vehicle Maintenance Layoff Group.

1 **ARTICLE 17: TRAINING**

2 **Section 1. Training Opportunities**

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

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

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

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1 **ARTICLE 18: DRUG FREE WORK PLACE**

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

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1 **ARTICLE 19: RIGHTS OF MANAGEMENT**

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

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1 **ARTICLE 20: LABOR MANAGEMENT RELATIONS COMMITTEE**

2 **Section 1. Labor Relations Committee.** The Union and County agree to establish a Labor-
3 Management Relations Committee. Such committee will meet on an ad hoc basis, no more
4 frequently than once per month, for the purpose of discussing issues or problems which may arise in
5 contract or policy administration. The Union Business Representative and the County will co-chair
6 the meeting and determine the appropriate participants, based on the issues to be discussed. A
7 Vehicle Maintenance Labor – Management Relations Committee shall be established to discuss areas
8 of mutual interest to the Union and the County.

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1 **ARTICLE 21: WORK CONTINUATION**

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

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

2 **Section 1. Savings and Subordination**

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

9 **Section 2. Waiver**

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

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1 **ARTICLE 23: DURATION AND MODIFICATIONS**

2 **Section 1. Effective Date**

3 This Agreement shall be effective upon conclusion of the approval process by King County
4 Council and shall cover the period September 1, 2008 through August 31, 2011.

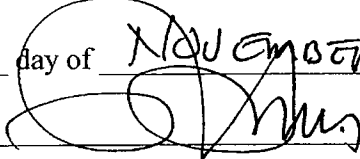
5 **Section 2. Modification**

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

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

11 Negotiations for the succeeding Agreement may be initiated by either party providing to the
12 other written notice of its intention to do so.

13 APPROVED this A day of NOVEMBER , 2008

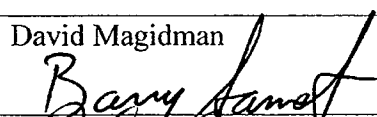
14
15 By: 
16 King County Executive

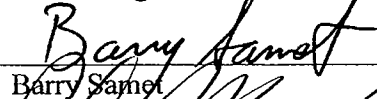
17 For International Federation of Professional &
18 Technical Engineers, Local 17:

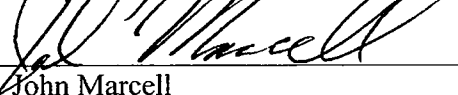
19 
20 Joseph L. McGee, Executive Director

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22 Whitney Hupf, Union Representative

23 Employee Representatives:

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25 David Magidman

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27 Barry Samet

28 
John Marcell

1 cba Code: 042

Union Code(s): C3

2 **ADDENDUM A**

3 **International Federation of Professional and Technical Engineers**

4 **Local 17 (AFL-CIO)**

5 **Transit Division – Chiefs**

6 **September 1, 2008 – August 31, 2011**

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| Job Class Code | PeopleSoft Job Class Code | Classification Title | Range | Steps |
|----------------|---------------------------|-------------------------------------|---------|-------------|
| 8701100 | 871401 | Transit Chief** | 68 | 1-2-3-4-5 * |
| 8702100 | 871411 | Transit Chief - Assigned to Power** | 68+ 11% | 1-2-3-4-5 * |
| 2221400 | 222801 | Marketing & Sales Specialist IV | 68 | 1-2-3-4-5 * |
| 2230400 | 223602 | Customer Services Supervisor | 68 | 1-2-3-4-5 * |
| 2815100 | 283201 | Rideshare Operations Chief | 68 | 1-2-3-4-5 * |
| 5221100 | 522801 | Transit Security Coordinator | 68 | 1-2-3-4-5 * |
| 8309100 | 834302 | Radio Maintenance Chief | 68 | 1-2-3-4-5 * |

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* These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule

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** Includes Rail Chiefs

Memorandum of Agreement
By and Between
King County
and

16332

International Federation of Professional and Technical Engineers, Local 17
Transit Chiefs

Subject: Continuing dialogue on Light Rail

Background:

1. During negotiations for a successor collective bargaining agreement covering the term September 1, 2008, through August 31, 2011, the County and the Union discussed upcoming changes in the Transit Division relating to the opening of Link Light Rail.

2. Article 22, Section 2 of the collective bargaining agreement establishes that the parties agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to in that agreement.

3. The parties determined in the collective bargaining process that no changes were immediately necessary to the collective bargaining agreement to deal with Rail issues; however, as more Transit Chiefs are hired into the Rail Section or as issues arise, the parties acknowledged the possibility that they may need to reopen discussions or negotiations.

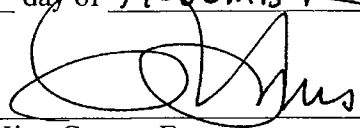
4. In order to maintain an open dialogue on issues that is not restricted by Article 22, Section 2, the parties agree as follows.

Agreement:

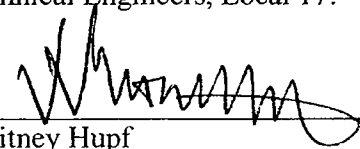
1. The County and the Union agree that the terms and conditions of employment that are set forth in the collective bargaining agreement shall apply to Rail Chiefs.

2. Notwithstanding Article 22, Section 2 of the collective bargaining agreement, the parties agree to maintain an open dialogue during the term of the agreement and negotiate changes, if either side deems it necessary, to the collective bargaining agreement that will establish additional or revised terms and conditions of employment for Rail Chiefs.

APPROVED this A day of NOVEMBER, 2008

By: 
King County Executive

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


Whitney Hupf
Union Representative

10/20/08
Date