



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 17, 2012

Ordinance 17417

Proposed No. 2012-0340.1

Sponsors Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Professional and Technical Employees, Local
4 17 (Transit Supervisors) representing employees in the
5 department of transportation; and establishing the effective
6 date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

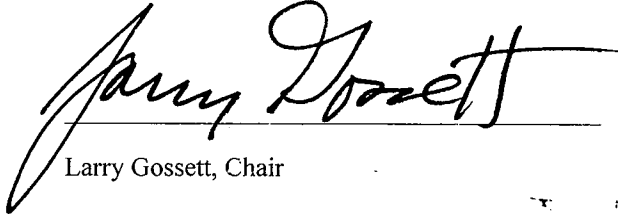
8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and Professional and Technical Employees, Local 17 (Transit Supervisors)
10 representing employees in the department of transportation and attached hereto is hereby
11 approved and adopted by this reference made a part hereof.

12 SECTION 2. Terms and conditions of said agreement shall be effective from
13 March 1, 2011, through and including February 28, 2014.
14

Ordinance 17417 was introduced on 8/27/2012 and passed by the Metropolitan King County Council on 9/17/2012, by the following vote:

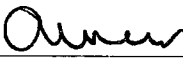
Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 21 day of SEPTEMBER 2012.



Dow Constantine, County Executive

RECEIVED
2012 SEP 21 PM 3:54
CLERK
KING COUNTY COUNCIL

Attachments: A. Agreement - Professional and Technical Employees - Local 17 Transit Supervisors

Agreement between
King County
and
Professional and Technical Employees, Local 17
Transit Supervisors
March 1, 2011 to February 28, 2014

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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 Professional and Technical Employees, Local 17. This Agreement will
4 be subject to approval by Ordinance by the County Council of King County, Washington.

5 **Purpose**

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

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

- 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.

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

21 **Section 1. Union Recognition**

22 The County recognizes the Professional and Technical Employees, Local 17, as the exclusive
23 bargaining representative of all Employees whose job classifications are listed in the attached
24 Addendum A. In recognizing the Union as the exclusive bargaining representative, the County agrees
25 to not effect any change in the wages, benefits or working conditions covered by the terms of this
26 Agreement, except by mutual agreement with the Union.

27 **Section 2. Union Membership**

28 A. It is a condition of employment that, within 30 days of the effective date of this
Agreement, all Employees covered by this Agreement will become and remain members in good

1 standing in the Union, or pay an agency fee to the Union in lieu of membership. Each Employee
2 covered by this Agreement and hired into the bargaining unit on or after its effective date will, on the
3 thirtieth day following the beginning of such employment, become and remain a member in good
4 standing of the Union, or pay an agency fee to the Union in lieu of membership. Provided that unless
5 otherwise required to do so, non-Local 17 employees working in an acting capacity shall not have to
6 pay union dues until after ninety (90) days.

7 **B.** An Employee who holds bona fide religious tenets or teachings that prohibit union
8 membership or the payment of dues or initiation fees to union organizations or for any other reason is
9 eligible for a religious exemption under applicable law, will pay an amount of money equivalent to
10 regular union dues and initiation fees to a charitable organization mutually agreed upon by the
11 Employee and the Union. Such Employee will furnish the Union with written proof that such
12 payments are being made.

13 **C.** Failure by an Employee to abide by the provisions of paragraph A and B will
14 constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union
15 will provide the Employee and the County with 30 days notification of the Union's intent to initiate
16 discharge action. During this period, the Employee may make restitution of the amount which is
17 overdue.

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

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

24 **Section 3. Union Dues Deduction**

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

28 **B.** The Union will indemnify and hold the County harmless against any claims made

1 and against any suit instituted against the County on account of any collection of dues for the Union.
2 The Union agrees to refund to the County any amounts paid to it in error on account of the collection
3 provision upon presentation of proper evidence thereof.

4 **Section 4. Shop Stewards**

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

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

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

14 **Section 6. Union Postings**

15 The County will permit the Union to post or distribute, in Employees' work locations,
16 announcements of meetings, election of officers, and other Union materials, provided there is
17 sufficient space beyond what is required by the County for normal operations. Only recognized,
18 officers, stewards and staff representatives of the Union will be entitled to post and remove Union
19 materials, and only materials originating from the Union office and bearing the Union logo or
20 letterhead may be posted on the Union bulletin board space.

21 **Section 7. Retired Employees**

22 The County and the Union recognize the benefit of rehiring retired Employees on a temporary
23 basis into classifications in which they were previously employed.

24 **Section 8. Non-Discrimination**

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

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.

6 **ARTICLE 3: EMPLOYEE RIGHTS**

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

8 Upon request, an Employee can schedule an appointment to review his/her personnel files.
9 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.
10 An Employee may also review, upon request, any files to which s/he has a legal right to access.

11 **Section 2. Union Representation**

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

14 **ARTICLE 4: PERFORMANCE APPRAISALS**

15 Each Employee will receive regular performance appraisals.

16 **ARTICLE 5: PROBATION**

17 **Section 1. Length of Probation**

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

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

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

26 If an Employee has been working in a job classification on a temporary, acting basis and is
27 then hired into the same position as a regular Employee, any portion of the time spent in the position
28 in an acting capacity may, at the discretion of the County, be counted towards satisfying the

1 Employee's required probationary period.

2 **Section 3. Dispute resolution**

3 **A. Performance**

4 1) The County may terminate a probationary Employee for unsatisfactory job-
5 performance.

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

12 **B. Discipline**

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

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

21 **ARTICLE 6: DISCIPLINE**

22 **A.** An Employee may be disciplined for just cause. Discipline may include, but is not
23 limited to, verbal or written reprimands, delayed salary step increases (except those delays caused by
24 performance improvement plans), demotion, suspension without pay and/or discharge of the
25 Employee.

26 **B.** Prior to any disciplinary action being taken, an investigation will be conducted. The
27 Employee will be advised of the basis for any disciplinary action and given the opportunity to respond
28 prior to the implementation of the discipline. The type and severity of disciplinary action will be

1 consistent with the nature and severity of the behavior that led to the disciplinary action. In
2 determining appropriate disciplinary action, the County will also consider mitigating circumstances,
3 which may include the Employee's work record. Probationary employees are not subject to the
4 definitions or processes in this Article.

5 **ARTICLE 7: DISPUTE RESOLUTION PROCEDURES**

6 **Section 1. Purpose**

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

11 **Section 2. Time limits**

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

17 **Section 3. Employee Responsibility**

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

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

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

25 B. An Employee who has a non-contractual dispute is encouraged to exercise his/her
26 rights to pursue dispute resolution and, if appropriate, mediation to resolve the dispute. To initiate
27 this process, the Employee will request a dispute resolution meeting with his/her immediate
28 supervisor. The Employee and his/her supervisor will then meet in an attempt to resolve the dispute.

1 The supervisor, if requested by the Employee, will provide the Employee with a written summary of
 2 the meeting and outcome within 20 days of the meeting.

3
 4 C. If the dispute remains unresolved, the Union may, within 20 days of the
 5 Employee's receipt of the written summary, request mediation. The request for mediation will be
 6 made, in writing, to Transit Human Resources. Mediation will use a mutually acceptable mediator(s)
 7 and will be concluded within 30 days of the request for mediation.

8 **Section 5. Contractual Disputes**

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

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

19 **C. Step One:**

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

- 24 (a) Description of the action or alleged action which is being grieved.
- 25 (b) A copy of the Pre-grievance dispute resolution summary, if issued.
- 26 (c) Identification of the provision of this Agreement, which has been
 27 violated.
- 28 (d) The remedy being sought.

2) Upon receipt of a Step One grievance request, a Transit Manager/designee

1 will meet with the Employee in an attempt to resolve the Employee's grievance. The County must
2 issue a written decision to the Employee and Union within 20 days following receipt of the Step One
3 grievance request.

4 **D. Step Two:**

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

9 2) Upon receipt of the Step Two grievance request, the Supervisor of Transit
10 Employee Relations/designee and the Transit General Manager/designee will meet with the Employee
11 and the Union in an attempt to resolve the Employee's grievance. The County must issue a written
12 decision to the Employee and the Union within 20 days of receipt of the Step Two request. This
13 decision will have the concurrence of the Director/designee of the Office of Labor Relations of the
14 King County Executive Office.

15 **E. Mediation:**

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

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

27 **F. Arbitration:**

28 1) All non-disciplinary disputes and disputes regarding the suspension,

1 demotion or discharge of an Employee may be taken to arbitration if the Step Two decision is not
2 satisfactory or not timely issued, or if the mediator is unsuccessful at resolving the dispute. To
3 initiate the Arbitration process, the Union must submit a request for arbitration to Transit Human
4 Resources. The request for arbitration must be received by Transit Human Resources within 20 days
5 of receipt of the Step Two response or, if no timely response was issued, within 20 days from the date
6 the response was due, or, if mediation was attempted, 20 days from the date of the mediation. The
7 County and the Union will select an impartial third party to serve as arbitrator. In the event the
8 parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list provided
9 by the Federal Mediation and Conciliation Services (FMCS) through a mutually acceptable process.

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

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

18 **Section 6. Unfair Labor Practices**

19 The parties agree that 30 days prior to filing an unfair labor practice (ULP) complaint with the
20 Public Employment Relations Commission (PERC), the complaining party will notify the other party,
21 in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing
22 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
23 relief for the alleged ULP.

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:

| | | |
|----|-----------------------------|-----------------------------|
| 5 | New Year's Day | January 1st |
| 6 | Martin Luther King, Jr. Day | Third Monday in January |
| 7 | President's Day | Third Monday in February |
| 8 | Memorial Day | Last Monday in May |
| 9 | Independence Day | July 4th |
| 10 | Labor Day | First Monday in September |
| 11 | Veteran's Day | November 11th |
| 12 | Thanksgiving Day | Fourth Thursday in November |
| 13 | Day after Thanksgiving | |
| 14 | Christmas Day | December 25th |
| 15 | Two Personal Holidays | |
| 16 | | |
| 17 | | |

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

22 **Section 2. Personal Holidays**

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

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

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

28 **Section 4. Holiday Accrual Bank**

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

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

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

6 **ARTICLE 9: VACATIONS**

7 **Section 1. Accrual Rates**

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

| Months of Service | Vacation Accrual Rate | Approximate Days Accrued Per Year (based on 2080 hours) |
|-------------------|-----------------------|---|
| 000 thru 060 | 0.0462 X Basis Hours | 12 |
| 061 thru 096 | 0.0577 X Basis Hours | 15 |
| 097 thru 120 | 0.0616 X Basis Hours | 16 |
| 121 thru 192 | 0.0770 X Basis Hours | 20 |
| 193 thru 204 | 0.0808 X Basis Hours | 21 |
| 205 thru 216 | 0.0847 X Basis Hours | 22 |
| 217 thru 228 | 0.0885 X Basis Hours | 23 |
| 229 thru 240 | 0.0924 X Basis Hours | 24 |
| 241 thru 252 | 0.0962 X Basis Hours | 25 |
| 253 thru 264 | 0.1001 X Basis Hours | 26 |
| 265 thru 276 | 0.1039 X Basis Hours | 27 |
| 277 thru 288 | 0.1078 X Basis Hours | 28 |
| 289 thru 300 | 0.1116 X Basis Hours | 29 |
| 301 thru 9999999 | 0.1154 X Basis Hours | 30 |

24
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 **ARTICLE 10: SICK LEAVE**

16 **Section 1. Accrual Rate**

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

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

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

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

23 **Section 3. Authorized Uses**

24 Sick leave may be used in accordance with Section 14.4.3 of the King County Personnel
25 Guidelines and applicable laws.

26 **Section 4. Disposition of Accrual**

27 A. Separation from King County employment, except by retirement or death, will
28 cancel all sick leave currently accrued to the Employee. Should an Employee resign in good

1 standing, or be laid off, and return to the County within three years, his/her accrued sick leave will be
2 restored.

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

7 **Section 5. VEBA**

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

11 **ARTICLE 11: OTHER LEAVE BENEFITS**

12 **Section 1. Bereavement Leave**

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

17 **Section 2. Union Leave**

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

21 **Section 3. Executive Leave**

22 A. Employees represented by this Agreement are currently classified as FLSA-
23 exempt. However, the nature of their work sometimes requires them to be on-call for significant
24 periods of time and to work, on an on-going basis, substantially in excess of the standard work
25 schedule for other County employees. Therefore, each Employee will be granted five days of
26 executive leave annually. In addition to these five days of executive leave, an Employee may be
27 granted up to an additional five days of executive leave, when authorized in writing by his/her
28 immediate supervisor, in recognition of the additional on-call time, excess work and/or performance

1 expectations required by his/her specific position.

2 B. The yearly executive leave accrual will appear on the Employee's first pay check in
3 January. Executive leave must be used in the payroll year granted and cannot be carried into the next
4 payroll year or cashed out. No executive leave will be paid in cash except in the event of an
5 Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

6 **Section 4. Other Leaves**

7 Each Employee is entitled to other leave benefits as provided for in the King County
8 Personnel Guidelines and applicable laws.

9 **ARTICLE 12: WAGES**

10 **Section 1. Wage Rates**

11 The wage rates for Employees in the bargaining unit will be as set forth in Addendum A,
12 attached to this Agreement.

13 **Section 2. Wage Progression**

14 A. If a current County Employee is hired into a bargaining unit position, that
15 Employee will be placed at a step which provides a minimum five percent increase over the
16 Employee's former salary, not to exceed the established top step. The appointing authority may place
17 the promoted Employee at a higher step when the department director determines this action is
18 warranted based on the criteria set forth in the 2005 King County Personnel Guidelines.

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

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

23 C For the duration of this Agreement an Employee who has been at the top step of
24 his/her salary range for two years or more will be eligible annually for a merit increase of 2.5% or 5%
25 in accordance with the King County Merit Pay Plan as revised in 2009, above the top step, under the
26 following conditions:

27 1) The Employee has received a performance rating of 4.34 or higher on a
28 scale of 5 for two or more consecutive years, or

1 the Employee is currently receiving a merit pay step above the top step, and
 2 continues to receive a rating of 4.34 or higher on a scale of 5 on an annual basis.

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

6 3) An Employee's performance rating and a decision to grant a merit increase
 7 for a rating of 4.34 or higher is not subject to the grievance and arbitration provisions of this
 8 Agreement.

9 Section 3. Cost of Living Adjustment (COLA)

10 COLA increases, if any, will be effective on January 1 of each year.

11 There shall be no 2011 Cost of Living pay adjustment.

12 In subsequent years, the parties agree that wages will be increased by percentage amounts
 13 shown below:

14 A. 2012 COLA

15 Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly
 16 Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical
 17 Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.
 18 This amount is known to be 1.63%.

19 B. 2013 COLA

20 Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly
 21 Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical
 22 Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

23 C. 2014 COLA

24 Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly
 25 Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical
 26 Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

27 The parties agree when significant shifts in economic and fiscal conditions occur during the
 28 term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an

1 increase in the King County unemployment rate of more than 2 percentage points compared with the
2 previous year or a decline of more than 7%, in County retail sales as determined by comparing current
3 year to previous year. Data will be derived from Washington State Department of Revenue. By no
4 later than July 30th of each year of this agreement, the county will assess whether the economic
5 measurements listed above trigger contract reopeners on COLA for the subsequent year.

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

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

13 **Section 5. Pay upon Personnel Action.** An employee who is promoted, reclassified, or
14 works outside of classification for more than 2 weeks in an acting capacity in a classification having a
15 higher maximum salary shall be placed at the nearest step in the new salary range which provides at
16 least a 5% increase above the employee's previous rate of pay in effect at the time of the personnel
17 action. Employees working outside of their classification in an acting capacity for 2 weeks or less
18 shall receive a 5% increase above the employee's previous rate of pay. However, an employee may
19 not exceed the maximum salary of the higher classification including merit pay.

20 **ARTICLE 13: BENEFITS**

21 **Section 1. Insurance Benefits**

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

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

1 premium contributions as determined by the Joint Labor-Management Insurance Committee.

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

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

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

8 **Section 3. Transit Passes**

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

11 **Section 4. Accidental Death Benefit - Criminal Assault**

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

15 **ARTICLE 14: WORK ASSIGNMENTS**

16 **Section 1. Alternative Work Schedules**

17 A. An Employee may request an alternative work schedule, which may include
18 flexible work hours, compressed work weeks, telecommuting and/or job share arrangements.

19 Approval for an alternative work schedule must be received from the Employee's supervisor. The
20 decision to allow an alternative work schedule is solely within the County's discretion and approval
21 may be revoked at any time. The Employee may also choose to return to the standard work schedule
22 at any time.

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

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

27 A. Temporary Assignments: An Employee may be assigned to a higher level
28 classification on a temporary basis. However, if the temporary assignment extends beyond 6 months,

1 the County will review with the Union the reasons why the acting assignment is still required. A
2 review will occur every six months, for the duration of the temporary assignment, unless specifically
3 waived by the Union.

4 **B. Wages for Temporary Upgrades:** An Employee who is assigned to a temporary
5 upgrade will be paid in accordance with Article 12, Section 5 of this agreement.

6 **ARTICLE 15: SUBCONTRACTING**

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

14 **ARTICLE 16: LAYOFF AND RECALL**

15 **Section 1. Layoff Process**

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

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

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

25 **Section 2. Notice**

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

1 **Section 3. Recall**

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

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

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

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

19 **Section 4. Outplacement Services**

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

24 **Section 5. Layoff Seniority**

25 A. As of November 1, 2009, an employee who comes into this bargaining unit will
26 have his or her seniority date established as the date he/she becomes a member of this bargaining unit.
27 If two (2) Employees were hired on the same date, the Employee who has been employed by King
28 County or its predecessor organizations, including Metro, Metropolitan Transit, and Seattle Transit,

1 for the longest continuous period of time shall have higher seniority.

2 **B.** Seniority dates for current employees shall be determined by the parties
3 periodically and memorialized in a side letter.

4 **C.** King County is responsible for providing the Union with accurate, pertinent, and
5 timely information to assist the Union in identifying the seniority date. Failure to provide this
6 information is grievable. All questions or issues pertaining to a member's seniority will be settled
7 by the Union. The union determined seniority date cannot be grieved.

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

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1 **Section 6. Layoff Groups** _

2 Layoff Groups are defined as follows:

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| Position Title |
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| Transit Supervisor - Accessible Services |
| Transit Superintendent - Base Operations |
| Transit Supervisor - Commute Trip Reduction |
| Transit Supervisor - Customer Services |
| Transit Superintendent - Facilities Maintenance |
| Transit Superintendent - Fleet Engineering |
| Transit Superintendent - Operations Training |
| Transit Superintendent - Power |
| Transit Supervisor - Rideshare Operations |
| Transit Superintendent - Operations Control Center |
| Transit Supervisor - Marketing & Service Information |
| Transit Superintendent - Planning & Technical Support |
| Transit Superintendent - Service Quality |
| Transit Supervisor - Systems Development & Operations |
| Transit Superintendent - Vehicle Procurement |
| Transit Supervisor - Safety |
| Transit Superintendent - Vehicle Maintenance |
| Transit Superintendent - Rail Control Center |
| Transit Superintendent - Rail Operations |
| Transit Superintendent - Rail Vehicle Maintenance |
| Transit Superintendent - Rail Way, Power, & Signal |
| Transit Supervisor - Market Development |
| Transit Supervisor - Research & Management Information |
| Transit Supervisor - Scheduling |
| Transit Supervisor - Route Facilities |
| Transit Supervisor - Service Planning |
| Transit Supervisor - Long Range Planning & Performance Management |

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.

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

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

17 **ARTICLE 19: RIGHTS OF MANAGEMENT**

18 Except as limited by the express written terms and conditions of this Agreement or by any
19 practice mutually established by the County and the Union, the management and direction of the
20 workforce are vested exclusively in the County. In areas where this Agreement is silent, the
21 management and direction of Employees will be in accordance with the 2005 King County Personnel
22 Guidelines and other directives, policies and ordinances, as appropriate.

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

24 The Union and County agree to establish a Labor-Management Relations Committee. Such
25 committee will meet on an ad hoc basis, no more frequently than once per month, for the purpose of
26 discussing issues or problems which may arise in contract or policy administration. The Union
27 Business Representative and the County will co-chair the meeting and determine the appropriate
28 participants, based on the issues to be discussed.

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.

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

9 **Section 1. Savings and Subordination**

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

16 **Section 2. Waiver**

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

23 **Section 3. Reopener on Vacation Cashout**

24 If King County determines that vacation cashout is a benefit that can become available to
25 represented employees, the parties shall reopen negotiations for the purpose of negotiating a basis and
26 terms for providing cashout benefit to members of this bargaining unit.

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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 March 1, 2011 through February 28, 2014.

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. At the discretion of the Union the parties will conduct
13 negotiations on a successor agreement concurrently with negotiations on the Transit Chiefs [042]
14 bargaining unit's successor agreement regardless of the different expiration dates.

15 APPROVED this 18th day of JULY, 2012.

16 By: *Dow Constant*
17 King County Executive

18
19 For Professional and Technical
20 Employees, Local 17:

21 *Joseph L. McGee*
22 Joseph L. McGee
23 Executive Director, PTE, Local 17

24 *Whitney Hupf*
25 Whitney Hupf
26 Union Representative, PTE Local 17

27 *George Sites*
28 George Sites
Member Negotiating Team

Jeff Wamsley
Jeff Wamsley
Member Negotiating Team

Jon Bez
Jon Bez
Member Negotiating Team

cba Code: 044

Addendum A

Union Code: C5

Professional and Technical Employees

Local 17

Transit Division - Supervisors

| Job Class Code | PeopleSoft Job Code | Classification Title | Pay Range | Steps |
|--|---------------------|---|-------------|-------------|
| 8712000 | 873101 | Transit Superintendent - Base Operations | 72 | 1-2-3-4-5 * |
| 8712010 | 873110 | Transit Superintendent - Control Center | 72 | 1-2-3-4-5 * |
| 8712020 | 873180 | Transit Superintendent - Facilities Maintenance | 72 | 1-2-3-4-5 * |
| 8712030 | 873190 | Transit Superintendent - Fleet Engineering | 72 | 1-2-3-4-5 * |
| 8712040 | 873120 | Transit Superintendent - Operations Training | 72 | 1-2-3-4-5 * |
| 8712050 | 873130 | Transit Superintendent - Planning and Technical Support | 72 | 1-2-3-4-5 * |
| 8712060 | 873140 | Transit Superintendent - Power | 72 + 11% | 1-2-3-4-5 * |
| 8712090 | 873150 | Transit Superintendent - Vehicle Procurement | 72 | 1-2-3-4-5 * |
| 8712200 | 873310 | Transit Superintendent - Rail Operations | 72 | 1-2-3-4-5 * |
| 8712210 | 873320 | Transit Superintendent - Rail Vehicle Maintenance | 72 | 1-2-3-4-5 * |
| 8712220 | 873330 | Transit Superintendent - Rail Way, Power and Signal | 72 + 11% | 1-2-3-4-5 * |
| 8712070 | 873160 | Transit Superintendent - Service Quality | 72 | 1-2-3-4-5 * |
| 8712080 | 873170 | Transit Superintendent - Vehicle Maintenance | 72 | 1-2-3-4-5 * |
| 8711000 | 871520 | Transit Supervisor - Accessible Services | 72 | 1-2-3-4-5 * |
| 8711010 | 871530 | Transit Supervisor - Commute Trip Reduction | 72 | 1-2-3-4-5 * |
| 8711020 | 871540 | Transit Supervisor - Customer Services | 72 | 1-2-3-4-5 * |
| 8711030 | 871550 | Transit Supervisor - Marketing and Service Information | 72 | 1-2-3-4-5 * |
| 8711040 | 871560 | Transit Supervisor - Rideshare Operations | 72 | 1-2-3-4-5 * |
| 8711050 | 871570 | Transit Supervisor - Safety | 72 | 1-2-3-4-5 * |
| 8711060 | 871580 | Transit Supervisor - Service Development | 72 | 1-2-3-4-5 * |
| 8711070 | 871590 | Transit Supervisor - Systems Development and Operations | 75 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule | | | | |