



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 22, 2016

Ordinance 18236

Proposed No. 2015-0508.1

Sponsors Phillips and Dembowski

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 Chiefs - Department of Transportation, Metro
5 Transit Division) representing employees in the department
6 of transportation; and establishing the effective date of said
7 agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between
10 King County and Professional and Technical Employees, Local 17 (Transit Chiefs -
11 Department of Transportation, Metro Transit Division) representing employees in the
12 department of transportation, which is Attachment A to this ordinance, is hereby
13 approved and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 September 1, 2014, through and including December 31, 2016.
16

Ordinance 18236 was introduced on 12/7/2015 and passed by the Metropolitan King
County Council on 2/22/2016, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove and Ms. Kohl-
Welles
No: 0
Excused: 1 - Ms. Balducci

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Anne Noris, Clerk of the Council

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KING COUNTY COUNCIL

APPROVED this 24 day of FEBRUARY, 2016.



Dow Constantine, County Executive

Attachments: A. Agreement Between King County and Professional and Technical Employees Local
17 Transit Chiefs

AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL 17
TRANSIT CHIEFS
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 COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND
 COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION
 OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

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 1. Provide the citizens of King County with top quality transit services, products and
14 facilities which are safe, efficient and reliable, and which have the flexibility to adapt to the changing
15 requirements of our community.
- 16 2. Be an outstanding place for all Employees to work.

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

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

20 **Section 1. Union Recognition**

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

26 **Section 2. Union Membership**

27 A. It is a condition of employment that, within 30 days of the effective date of this
28 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. Unless otherwise
5 required to do so, non-Local 17 employees working in an acting capacity in a bargaining unit position
6 shall not have to pay union dues unless the assignment exceeds ninety (90) days, thereafter the
7 employee shall pay dues for the duration of the assignment.

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

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

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

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

26 **Section 3. Union Dues Deduction**

27 **A.** Upon receipt of written authorization individually signed by a bargaining unit
28 Employee, the County will have deducted from the pay of such Employee the amount of dues or

1 agency fees as certified by the Union.

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

6 **Section 4. Shop Stewards**

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

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

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

16 **Section 6. Union Postings**

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

23 **Section 7. Retired Employees**

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

27 **Section 8. Non-Discrimination**

28 Neither party will discriminate against any Employee or applicant for employment on account

1 of membership or non-membership in any labor union or other employee organization.

2 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

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

7 **ARTICLE 3: EMPLOYEE RIGHTS**

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

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

12 **Section 2. Union Representation**

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

15 **ARTICLE 4: PERFORMANCE APPRAISALS**

16 **Section 1. Performance Appraisals**

17 Each Employee will receive regular performance appraisals.

18 **ARTICLE 5: PROBATION**

19 **Section 1. Length of Probation**

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

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

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

28 If an Employee has been working in a job classification on a temporary, acting basis and is

1 then hired into the same position as a regular Employee, any portion of the time spent in the position
2 in an acting capacity may, at the discretion of the County, be counted towards satisfying the
3 Employee's required probationary period.

4 **Section 3. Dispute resolution**

5 **A. Performance**

6 1) The County may terminate a probationary Employee for unsatisfactory job-
7 performance.

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

14 **B. Discipline**

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

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

24 **ARTICLE 6: DISCIPLINE**

25 **A.** Employees may be disciplined for just cause.

26 **B.** King County will advise employees of Weingarten rights when called to a formal
27 investigatory interview. Employees may request Union representation in any meeting where they
28 reasonably believe that discipline may result.

1 C. Probationary employees are at-will employees.

2 **ARTICLE 7: DISPUTE RESOLUTION PROCEDURES**

3 **Section 1. Purpose**

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

8 **Section 2. Time limits**

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

14 **Section 3. Employee Responsibility**

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

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

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

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

28 C. If the dispute remains unresolved, the Union may, within 20 days of the

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

4 **Section 5. Contractual Disputes**

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

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

15 **C. Step One:**

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

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

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

1 **D. Step Two:**

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

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

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:

5

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

21 **Section 2. Personal Holidays**

22 Eight hours of holiday time will be credited to each Employee's holiday accrual bank in the
23 pay period that includes the first day of October and eight hours of holiday time will be credited to
24 each Employee's holiday accrual bank in the pay period that includes the first day of November of
25 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. Regular Day Off on a Holiday**

2 When a designated holiday occurs on an Employee's regular day off, eight hours of holiday
3 time will be added to the Employee's holiday accrual bank.

4 **Section 5. Holiday Accrual Bank**

5 An Employee may not exceed 40 hours of holiday time, including personal holidays, in his/her
6 Holiday Accrual Bank on the pay period that includes September 15 of each year. Any amount in
7 excess of 40 hours on the pay period that includes September 15 shall be forfeited.

8 **Section 6. Holiday Cash-out**

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

11 **ARTICLE 9: VACATIONS**

12 **Section 1. Accrual Rates**

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

15			Approximate Days Accrued Per Year (based on 2080 hours)
16	Months of Service	Vacation Accrual Rate	
17	000 thru 060	0.0462 X Basis Hours	12
18	061 thru 096	0.0577 X Basis Hours	15
19	097 thru 120	0.0616 X Basis Hours	16
20	121 thru 192	0.0770 X Basis Hours	20
21	193 thru 204	0.0808 X Basis Hours	21
22	205 thru 216	0.0847 X Basis Hours	22
23	217 thru 228	0.0885 X Basis Hours	23
24	229 thru 240	0.0924 X Basis Hours	24
25	241 thru 252	0.0962 X Basis Hours	25
26	253 thru 264	0.1001 X Basis Hours	26
27	265 thru 276	0.1039 X Basis Hours	27
28	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

1 **Section 2. Vacation Accrual Date**

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

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

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

8 **Section 4. Disposition of Accrual**

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

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

14 **Section 5. Maximum Accrual**

15 The maximum vacation which an Employee may have in his/her vacation balance on the last
16 day of the payroll year is 480 hours. Employees must use vacation leave in excess of the maximum
17 accrual amount on or before the last day of the pay period that includes December 31 of each year.
18 An Employee's appointing authority may approve a temporary carryover of excess vacation leave. At
19 the time of separation, no Employee will be paid for more than 480 hours.

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

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

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

28 2. Documented emergency circumstances in the workplace, as determined by

1 management, or an Employee's documented illness or injury, force the cancellation of a vacation that
2 is set forth in an Employee's vacation plan.

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

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

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

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

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

15 **ARTICLE 10: SICK LEAVE**

16 **Section 1. Accrual Rate**

17 A. Each Employee will accrue sick leave at the rate of 0.04616 hours for each hour on
18 regular pay status. Employees shall accrue sick leave from their date of hire in a leave eligible
19 position.

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

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

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

24 **Section 3. Authorized Uses**

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

27 **Section 4. Disposition of Accrual**

28 A. Separation from King County employment, except by retirement or death, will

1 cancel all sick leave currently accrued to the Employee. Should an Employee resign in good
2 standing, or be laid off, and return to the County within three years, his/her accrued sick leave will be
3 restored.

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

8 **Section 5. VEBA**

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

12 **ARTICLE 11: OTHER LEAVE BENEFITS**

13 **Section 1. Bereavement Leave**

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

18 **Section 2. Union Leave**

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

22 **Section 3. Executive Leave**

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

1 on-call time, excess work and/or performance expectations required by his/her specific position.

2 B. Employees assigned to a swing or graveyard shift or who have significant on-call
3 responsibilities will meet with their supervisor at the beginning of each year to discuss recognition for
4 their additional time commitments to work. These employees and supervisors will have a discussion
5 about the manner to recognize each employee's additional time commitments, and may include
6 whether each employee will generally flex his/her time to roughly account for additional time
7 commitments outside the normal work hours, complete regular shifts in addition to the extra time
8 commitments, and the amount of variation the additional commitments require to the employee's
9 normal schedule. Upon the completion of this discussion the employee will be granted up to an
10 additional five days of executive leave provided for in A. above annually. The grant of these
11 additional days of executive leave remains at the sole discretion of management. For employees
12 granted the additional five days of executive leave who continue to have extraordinary demands on
13 their off shift hours, flexibility with their work schedules may be granted by their immediate
14 supervisor.

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

17 D. The yearly executive leave accrual will appear on the Employee's paycheck
18 resulting from the first full pay period in January. Executive leave must be used in the payroll year
19 granted and cannot be carried into the next payroll year or cashed out. No executive leave will be
20 paid in cash except in the event of an Employee's death. In such cases, all unused executive leave
21 will be paid to the Employee's estate.

22 **Section 4. Other Leaves**

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

25 **ARTICLE 12: WAGES**

26 **Section 1. Wage Rates**

27 Effective September 1, 2014, the wage rates for Employees in the bargaining unit will be as
28 set forth in Addendum A, attached to this Agreement.

1 **Section 2. Wage Progression**

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

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

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

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

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

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

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

27 **Section 3. Total Compensation Agreement.**

28 Upon full ratification of the Memorandum of Agreement titled: Addressing "Total

1 Compensation” Coalition Bargaining; 2015-2016 Budget; And Cost-Of-Living Wage Adjustments
2 For King County Coalition Of Labor Unions Bargaining Unit Members 2015-2016 (“Agreement”) by
3 King County, the full terms and conditions of the Agreement are agreed to and incorporated into this
4 Collective Bargaining Agreement, attached hereto as Addendum B.

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

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

12 **ARTICLE 13: BENEFITS**

13 **Section 1. Insurance Benefits**

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

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

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

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

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

28 **Section 3. Transit Passes**

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

3 **Section 4. Clothing Allowance**

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

6 B. An Employee who is required to wear safety shoes as a regular part of his/her
7 duties shall be entitled to an allowance for the purpose of purchasing work safety shoes, provided
8 annually in a separate check not later than March of each year in the amount of \$220.

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

11 **Section 5. 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 **Section 6. Commercial Drivers Licenses**

16 King County shall pay for Commercial Drivers Licenses (CDL) renewals for all Chiefs who
17 are designated as safety sensitive and who have requested and have been approved to maintain CDLs
18 for Metro-related business. This provision applies only to renewals of CDLs and does not require
19 King County to pay for Employees to acquire new CDLs.

20 **ARTICLE 14: WORK ASSIGNMENTS**

21 **Section 1. Alternative Work Schedules**

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

28 B. If either the County or the Employee decides to cancel the Employee's alternative

1 work schedule, written notice must be provided to the other party at least 10 working days prior to the
2 effective date of the cancellation, except where a written agreement provides other requirements.

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

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

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

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

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

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

19 **A.** The County has the right to remove a chief from his/her current shift and place
20 him/her on a different shift when there are documented performance deficiencies which specifically
21 indicate that the chief is not satisfactorily performing the duties of the shift and has not been able to
22 bring his/her performance up to a satisfactory level within a reasonable amount of time. The County
23 will assist the chief in his/her effort to remedy the performance deficiencies by providing training, as
24 appropriate, and clearly defined performance criteria.

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

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

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

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

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

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

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

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

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

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

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

28 3) The County will give first consideration, in seniority order, to vehicle

1 maintenance chiefs who have applied for the open position. Nevertheless, when filling a vacancy for
2 a position listed in paragraph 1 above, the decision of who to hire is vested solely with the County,
3 and the selection decision is not grievable.

4 E. If, after discussion with the Union, a Chief is moved pursuant to Section 3 or
5 Section 4(A) of this Article to a position held by another Chief, the other Chief will be moved to that
6 Chief's position until the next move-up.

7 **Section 5. Rail Operations Chief Assignments**

8 It is the intent of the parties that Employees will:

- 9 1) Not have less than 60 hours off during their regular days off.
- 10 2) Not have less than eight hours off between shifts.
- 11 3) Not be required to work more than sixteen hours.

12 If these situations occur, the parties will discuss how to resolve the problem and/or avoid a
13 reoccurrence.

14 **Section 6. Filling Operations Positions in Bus, Rail and Streetcar**

15 1. When King County is going to fill a vacancy with existing Chiefs, it will solicit
16 interest from all operations Chiefs in bus, rail, and streetcar.

17 2. After soliciting input from the Chiefs at the worksite, King County will determine
18 who will fill the vacancy. This does not require King County to select from those expressing interest.

19 3. King County will notify the Union of any vacancy that is not filled by a Chief
20 within 90 days.

21 **ARTICLE 15: SUBCONTRACTING**

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

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 E. It is the Employee's responsibility to maintain his/her current contact information
7 with the County.

8 **Section 4. Outplacement Services**

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

13 **Section 5. Layoff Seniority**

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

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

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 Warranty Administration
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 Business Transportation Solutions
Chief of CITRS
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 & ROW
Chief of Rail Facilities
Chief of Rider Information
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.

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 King County Personnel
22 Guidelines and other directives, policies and ordinances, as appropriate.

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

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

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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, 2014 through December 31, 2016.

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 16 day of NOVEMBER, 2015.


14 By: 

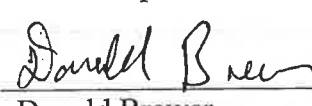
15 King County Executive

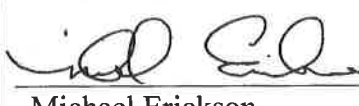
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17 For Professional and Technical Employees, Local 17:

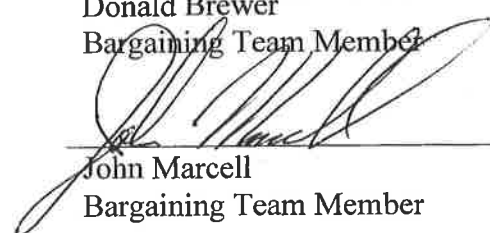
18 
19 Joseph L. McGee
20 Executive Director

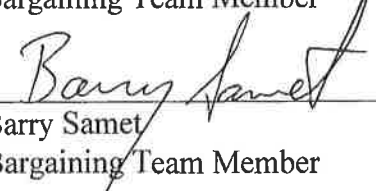
21 
22 Cecilia Mena
23 Union Representative

24 
25 Alfred Azen
26 Bargaining Team Member

27 
28 Donald Brewer
Bargaining Team Member


Michael Erickson
Bargaining Team Member


John Marcell
Bargaining Team Member


Barry Samet
Bargaining Team Member

1
2 **cba Code: 042**

Union Code(s): C3

3 **ADDENDUM A**

4 **Professional and Technical Employees**

5 **Local 17**

6 **Transit Division – Chiefs**

7 **Effective September 1, 2014**

8

9 Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
10 2231000	223650	Transit Chief - Customer Services	68	1-2-3-4-5 *
11 8730100	874010	Transit Chief - Facility Maintenance	68	1-2-3-4-5 *
12 2222200	203101	Transit Chief - Marketing and Service Information	68	1-2-3-4-5 *
13 8730200	874020	Transit Chief - Operations	68	1-2-3-4-5 *
14 8730600	874060	Transit Chief - Power Distribution	68 +11%	1-2-3-4-5 *
15 8320100	833301	Transit Chief - Radio Maintenance	68	1-2-3-4-5 *
16 8730300	874030	Transit Chief - Rail Operations	68	1-2-3-4-5 *
17 8730700	874070	Transit Chief - Rail Traction Power	68 +11%	1-2-3-4-5 *
18 8730800	874080	Transit Chief - Rail Vehicle Maintenance	68	1-2-3-4-5 *
19 8730400	874040	Transit Chief - Railway, Signals and Facilities	68	1-2-3-4-5 *
20 2815500	283250	Transit Chief - Rideshare Operations	68	1-2-3-4-5 *
21 8730500	874050	Transit Chief - Vehicle Maintenance	68	1-2-3-4-5 *
22 *These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule				

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ADDENDUM B

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county's high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero ("0") cost-of-living adjustment (COLA) Agreement intended to address the county's budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating "sound financial management" as well as by recognizing King County employees, the county's "most valued resource," in working with King County to meet the challenges that will be presented during the term of this Agreement.

ADDENDUM B

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

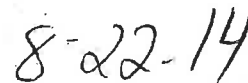
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office



Date

ADDENDUM B
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

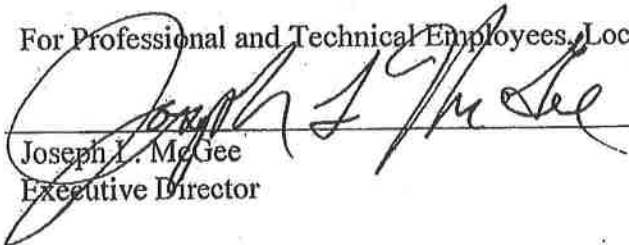
ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Labor Organization: Professional and Technical Employees, Local 17

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
050	PTE, Local 17	Court Reporters - Superior Court
040	PTE, Local 17	Departments: Executive Services, Natural Resources & Parks, Permitting & Environmental Review, Transportation
060	PTE, Local 17	Departments: Public Health, Community & Human Services
048	PTE, Local 17	Information Technology
055	PTE, Local 17	Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager
043	PTE, Local 17	Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division
046	PTE, Local 17	Professional & Technical - Department of Transportation
066	PTE, Local 17	Section Managers - Departments: Natural Resources & Parks, Permitting & Environmental Review, Transportation
065	PTE, Local 17	Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation
047	PTE, Local 17	Transit Administrative Support
042	PTE, Local 17	Transit Chiefs - Department of Transportation, Metro Transit Division
044	PTE, Local 17	Transit Supervisors - Department of Transportation, Metro Transit Division

For Professional and Technical Employees, Local 17:



 Joseph I. McGee
 Executive Director



 Date

**ADDENDUM B
ADDENDUM A**

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

ADDENDUM B ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

ADDENDUM B ADDENDUM A

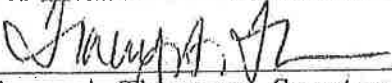
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

**ADDENDUM B
ADDENDUM A**

6. This Agreement shall remain in effect through December 31, 2013.

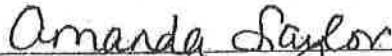
For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson, Secretary-Treasurer

4/25/11
Date

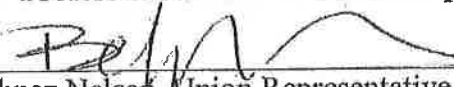
For Office & Professional Employees International Union, Local 8:



Amanda Saylor, Union Representative

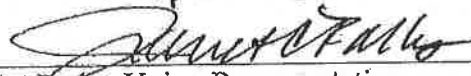
4/25/11
Date

For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative


4/26/11
Date



Janet Parks, Union Representative

4/25/11
Date

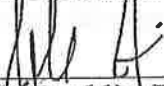
For Public Safety Employees Union:



Dustin Frederick, Business Manager

4/25/11
Date

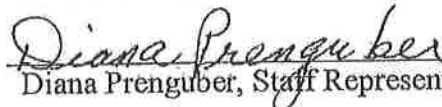
For Technical Employees Association:



Ade Franklin, President

4.27.11
Date

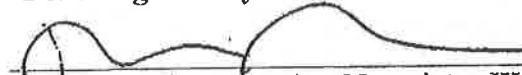
For Washington State Council of County and City Employees, Council 2:



Diana Prenguber, Staff Representative

4-25-11
Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11
Date

**ADDENDUM B
ADDENDUM A
EXHIBIT A**

**GROUND RULES FOR KING COUNTY
ADMINISTRATIVE SUPPORT COALITION BARGAINING**

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
 - Fiscal Specialist 1-4
 - Administrative Specialist 1-4
 - Customers Service Specialist 1-4
 - Technical Information Processing Specialist 1-4
 - Administrative Office Assistant
 - Medical Application Specialist (Health)
 - Administrative Specialist Supervisor (Health)
 - Administrative Staff Assistant
 - ~~(Application Worker) Social Services Specialist~~and any other classification that the parties may agree to include during the course of negotiations.

**ADDENDUM B
ADDENDUM A**

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**

A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

D. **Location.** Bargaining sessions will be held at downtown County facilities.

8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

ADDENDUM B
ADDENDUM A

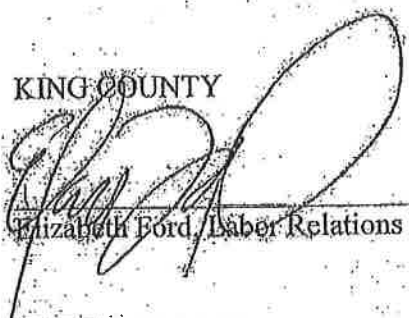
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
 - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
 - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

**ADDENDUM B
ADDENDUM A**

10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.

KING COUNTY



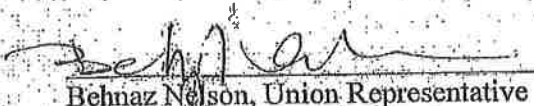
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



Spencer Nathan Thal, General Counsel

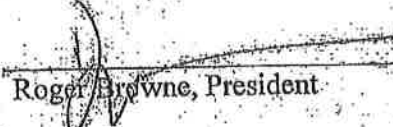
IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

IFPTE, LOCAL 17

TECHNICAL EMPLOYEES' ASSOCIATION

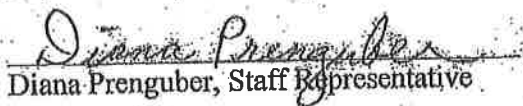


Roger Browne, President

WSCCCE, Council 2

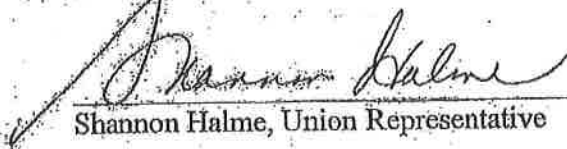


Janet Parks, Union Representative



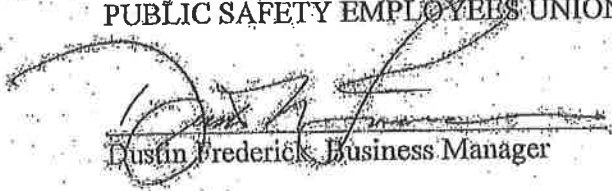
Diana Prenguber, Staff Representative

OPEIU LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager

