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**AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL (INTEREST ARBITRATION)
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ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the “County”) and the employees represented by International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the “Union”). The articles of this Agreement set forth the wages, hours and other working conditions of the bargaining unit employees.

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3 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**
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5 **Section 1.** The County recognizes the Union as the exclusive representative of full-time
6 regular and part-time regular employees holding positions in classifications listed in Addendum A
7 and made part hereof by this reference, who work in the Department of Transportation Metro Transit
8 Division, excluding:

- 9
- 10 1. All employees in the Design and Construction Section.
 - 11 2. All employees in the Finance and Administrative Services Section.
 - 12 3. All employees in the Human Resources Section.
 - 13 4. All employees in the General Manager's immediate staff.
 - 14 5. All managerial employees and their confidential assistants.
 - 15 6. All employees who have a "labor nexus" to the Employer.
 - 16 7. All employees who are ineligible for representation per the terms of RCW 41.56, et
17 seq.

18 **Section 2.** It shall be a condition of employment that all employees covered by this
19 Agreement who are members of the Union in good standing on the effective date of this Agreement
20 shall remain members in good standing and those who are not members on the effective date of this
21 Agreement shall, on the thirtieth day following the effective date of this agreement, become and
22 remain members in good standing in the Union, or pay an agency fee to the Union to the extent
23 permitted by law. It shall also be a condition of employment that all employees covered by this
24 Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the
25 thirtieth day following the beginning of such employment, become and remain members in good
26 standing in the Union, or pay an agency fee to the Union to the extent permitted by law.

27 Provided, however, that nothing contained in this section shall require an employee to join the
28 Union who can substantiate in accordance with the procedure set forth in the Washington
Administrative Code a bona fide religious tenets or teachings that prohibits the payment of dues or
initiation fees to Union organizations. Such employee shall pay an amount of money equivalent to
regular union dues and initiation fee; said amounts shall be paid to a non-religious charity or to
another charitable organization mutually agreed upon by the employee affected and the bargaining

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3 representative to which such employee would otherwise pay the dues and initiation fee. The
4 employee shall furnish written proof that such payment has been made.

5 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
6 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
7 of dues and initiation fee or representational fees as certified by the Union and transmit the same to
8 the Union. The Union will indemnify, defend and hold the County harmless against any claims made
9 and against any suit instituted against the County on account of any check-off of dues for the Union.
10 The Union agrees to refund to the County any amounts paid to it in error on account of the check-off
11 provision upon presentation of proper evidence thereof.

12 Provided further that in accordance with applicable laws, employees who object to dues and
13 fees being used for Union activities not directly related to representation may decline to be members
14 and shall pay an amount of money to the Union that is a reduction of regular dues and initiation fee,
15 as required under the law.

16 **Section 4.** Failure by an employee to satisfy the requirements of Section 2 above shall
17 constitute cause for dismissal; provided that the County has no duty to act until the Union makes a
18 written request for discharge and verifies that the employee received written notification of the
19 delinquency including the amount owing, and notification that non-payment after a period of no less
20 than seven (7) days will result in discharge by the County. A copy of each written notification shall
21 be mailed to the County concurrent with its mailing to the employee.

22 **Section 5.** The County will require all new employees hired, transferred, or promoted into a
23 position included in the bargaining unit to sign a form (in triplicate) which will inform them of the
24 Union's exclusive recognition. One copy of the form will be retained by the County, one by the
25 employee and the original sent to the Union. The County will notify the Union of any employee
26 leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

27 **Section 6.** The County will transmit to the Union, upon request, a current listing of all
28 employees in the unit. Such list shall indicate the name of the employee, wage rate, job
classification, work shift and location, and unit.

Section 7. An employee elected or appointed to office in a local of the Union which requires

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a part or all of his/her time shall be given leave of absence without pay upon application.

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ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this agreement. Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all power, authority, rights and jurisdictions of the County are retained by and reserved exclusively to the County, including, but not limited to, the right to manage the work of employees, schedule overtime work, to suspend or terminate, transfer, and evaluate employees; to determine and implement methods, means and assignments, establish classifications and select personnel by which operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

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3 **ARTICLE 4: HOLIDAYS**

4 **Section 1.** Employees eligible for leave benefits shall be granted holidays with pay as
5 provided for in King County Code 3.12.230 as amended and otherwise provided as follows:
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New Year's Day	January 1st
Martin Luther King, Jr's Birthday	Third Monday in January
Presidents' 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

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18 and special or limited holidays as declared by the president or governor, and as approved by the
19 Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County
20 Council may determine.
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22 **Section 2.** Employees eligible for leave benefits shall be granted two personal holidays to be
23 administered through the vacation plan; provided, that the hours granted to employees working less
24 than a full-time schedule shall be prorated to reflect their normally scheduled work day. One day
25 shall be credited to the employee's leave balance on the first of October and one day on the first of
26 November.

27 **Section 3.** Whenever a holiday falls on a Sunday, the following Monday shall be observed as
28 the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Section 4. An employee must be in a pay status either the employee's scheduled working day
before or the employee's scheduled working day after a holiday in order to receive holiday pay. An
employee leaving County employment the day prior to the holiday shall not receive holiday pay;

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3 provided, however, that an employee who has successfully completed at least five (5) years of county
4 service and who retires at the end of a month in which the last regularly scheduled working day is
5 observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day
6 before the day observed as a holiday.
7

8 **Section 5.**

9 **A.** During a pay period with a holiday week, hourly employees on a flex or alternative
10 work schedule may, with the supervisor's approval, revert to five-day work week(s) so as to be
11 eligible for holiday pay plus all non-holiday work hours for that workweek/pay period. Part-time
12 leave eligible employees shall receive pro-rated holiday pay based on their normal hours of work per
13 week in relation to a full-time schedule.

14 **B.** Hourly employees on alternative work schedules/flextime (working four days in
15 five or nine days in ten) who take holiday time off in excess of the holiday hours provided and do not
16 adjust their work schedules as provided in A. above shall make up the difference using accrued
17 vacation leave, comp time or leave without pay.

18 **C.** Holidays paid for but not worked shall be recognized as time worked for purposes
19 of determining weekly overtime for hourly employees.

20 **D.** Work performed on holidays by hourly employees shall be paid at one and one-
21 half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday pay
22 prorated in accordance with their regular schedule. For example:

23

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

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27 **Section 6.** An FLSA exempt employee, who does not work on a holiday, will not have
28 his/her leave balances or pay deducted to pay for the portion of the day not covered by holiday pay.

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3 **ARTICLE 5: VACATION**
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5 **Section 1.** Employees eligible for leave benefits shall be granted vacation with pay as
6 provided for in King County Code 3.12.190 as amended and as otherwise provided as follows:

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

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

26 **B.** Employees eligible for vacation leave shall accrue vacation leave from their date of
27 hire in a benefit eligible position.

28 **C.** Employees eligible for vacation leave shall not be eligible to take or be paid for
vacation leave until they have successfully completed their first six (6) months of County service in a
leave eligible position, and if they leave County employment prior to successfully completing their

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3 first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave. The
4 terms of this provision do not apply to employees taking accrued leave for a qualifying event under
5 the Washington Family Care Act.

6 **D.** Employees eligible for leave shall not use or be paid for vacation leave until it has
7 accrued and such use or payment is consistent with the provisions of this Article.

8 **E.** No employee eligible for leave shall work for compensation for the County in any
9 capacity during the time that the employee is on vacation leave.

10 **F.** In cases of separation from County employment by death of an employee with
11 accrued vacation leave and who has successfully completed his/her first six (6) months of County
12 service in a leave eligible position, payment of unused vacation leave up to the maximum accrual
13 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,
14 RCW Title 11.

15 **G.** If an employee resigns from a full-time regular or part-time regular position or is
16 laid off and subsequently returns to County employment within two years from such resignation or
17 layoff, as applicable, the employee's prior County service shall be counted in determining the
18 vacation leave accrual rate under Section 1.A.

19 **H.** For employees covered by the overtime requirements of the Fair Labor Standards
20 Act, vacation leave may be used in one-half hour increments, at the discretion of the appointing
21 authority.

22 **I.** Employees eligible for vacation leave may accrue up to 480 hours of vacation
23 leave, prorated to reflect their normal work schedule. Such employees shall use vacation leave
24 beyond the maximum accrual amount prior to the end of the pay period that includes December 31 of
25 each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture
26 of the vacation leave beyond the maximum amount unless the appointing authority has approved a
27 carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as
28 may be in the best interests of the county.

Section 2. Employees eligible for leave shall be paid for accrued vacation leave to their date
of separation up to the maximum accrual amount if they have successfully completed their first six

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3 (6) months of County service. Payment shall be the accrued vacation leave multiplied by the
4 employee's regular rate of pay in effect upon the date of leaving County employment less mandatory
5 withholdings; provided that special assignments of less than 3 months shall not be considered to be a
6 part of the regular rate of pay in effect.
7

8 **Section 3.** FLSA exempt employees may use vacation leave in increments of not less than
9 one (1) day.

10 **Section 4.** Any regular full-time or regular part-time employee who has completed at least
11 one (1) year of service may donate to any other regular employee a portion of his or her accrued
12 vacation for the purpose of supplementing the sick or family leave benefits of the receiving
13 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time
14 rate.

15 Vacation donations are strictly voluntary. Employees are prohibited from offering or
16 receiving monetary or any other compensation in exchange for donating vacation hours. The number
17 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

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

20 Donated vacation is excluded from vacation payoff provisions.

21 **Section 5. Reopener on Vacation Cashout.** If King County determines that vacation
22 cashout is a benefit that can become available to represented employees; the parties shall reopen
23 negotiations for the purpose of negotiating a basis and terms for providing cashout benefit to
24 members of this bargaining unit.
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3 **ARTICLE 6: SICK LEAVE**
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5 **Section 1.** Sick leave and family care benefits are provided to employees by way of this
6 Agreement in conjunction with federal, state and local laws. In some cases, this Agreement may not
7 be a complete statement of employees' medical leave and family care rights. To the extent that an
8 employee is entitled to greater medical leave and family care rights under applicable law, it is the
9 intent of the Parties to provide these rights to the employee. This Article shall operate in conjunction
10 with applicable law.

11 **Section 2.** Employees eligible for leave benefits shall be granted sick leave with pay as
12 provided for in King County Code 3.12.220 as amended and as otherwise provided as follows:

13 **Section 3.** The hourly accrual rates are for informational purposes only, and shall not be
14 construed to mean that bargaining unit employees are compensated on an hourly basis. Benefit
15 eligible employees shall accrue sick leave benefits at the rate equal of .04616 hours for each hour on
16 regular pay status exclusive of overtime up to a maximum of 96 hours per year; except that sick leave
17 shall not begin to accrue until the first of the month following the month in which the employee
18 commenced employment. The employee is not entitled to sick leave if not previously earned.

19 **Section 4.** Sick leave may be used for the following reasons, in addition or in conjunction
20 with those offered by law:

21 **A.** An employee personal illness; provided, that an employee who suffers an
22 occupational illness may not simultaneously collect sick leave and worker's compensation payments
23 in a total amount greater than the net regular pay of the employee;

24 **B.** The employee's incapacitating injury, provided that:

25 **1.** An employee injured on the job may not simultaneously collect sick leave
26 and worker's compensation payments in a total amount greater than the net regular pay of the
27 employee;

28 **2.** An employee may not collect sick leave for physical incapacity due to any
injury or occupational illness which is directly traceable to employment other than with the County;

C. A female employee's temporary disability caused by or contributed to by
pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick leave

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3 prior to taking an unpaid leave of absence for such disability;

4 **D.** Employee exposure to contagious diseases and resulting quarantine;

5 **E.** An employee's medical, dental, or optical appointments, provided, that the
6 employee's immediate supervisor has approved the use of sick leave for such appointments;

7 **F.** To care for the employee's child or the child of an employee's domestic partner if
8 the following conditions are met:

9 **1.** The child is under the age of eighteen;

10 **2.** The employee is the natural parent, step-parent, adoptive parent, legal
11 guardian, foster-care parent, a person having legal custody and control of the child, or stands *in loco*
12 *parentis* to the child;

13 **3.** The employee's child or the child of an employee's domestic partner has a
14 health condition requiring the employee's personal supervision during the hours of his/her absence
15 from work;

16 **4.** The employee actually attends to the child during the absence from work;

17 **G.** Up to one (1) day of sick leave may be used by an employee for the purpose of
18 being present at the birth of his/her child.

19 **H.** Leave eligible employees shall receive and expend sick leave benefits
20 proportionate to the employee's regular work day. For example: If a regular part-time employee
21 normally works four (4) hours per day and the department's normal work day is eight (8) hours, the
22 employee will receive four (4) hours of sick leave benefits for the month.

23 **I.** Employees shall be entitled to use sick leave in the maximum amount of three (3)
24 days for each instance where such employee is required to care for an immediate family member.
25 For the purpose of sick leave, the term "immediate family" means spouse, child, parent, and domestic
26 partner of the employee; and the child or parent of the spouse or domestic partner, or a person to
27 whom the employee stands/stood in loco parentis or is/was in loco parentis to the employee.

28 **I.** There shall be no limit on the use of sick leave to care for children under Section
4.F. of this Article.

Section 5. An employee who has exhausted all of his/her sick leave may use accrued

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3 vacation leave as sick leave before going on leave of absence without pay, if approved by his/her
4 immediate supervisor. Notwithstanding any other provisions of this Article, an employee may use
5 either accrued sick leave or accrued vacation leave for a qualifying event to the extent allowed under
6 the Washington Family Care Act.

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8 **Section 6.** Any leave eligible employee whose sick leave accrual balance exceeds one
9 hundred (100) hours may donate to any other leave eligible employees a portion of his or her accrued
10 sick leave upon written notice to the donating and receiving employees' department director(s). Sick
11 leave hour donations are strictly voluntary. No employee may donate more than twenty-five (25)
12 hours of his/her accrued sick leave in a calendar year. Employees are prohibited from offering or
13 receiving monetary or any other compensation in exchange for donating sick leave hours.

14 Donated hours shall be converted to a dollar value based upon the donor's straight time hourly
15 rate.

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

18 Donated sick leave hours are exempt from sick leave payoff provisions.

19 **Section 7.** Sick leave may be used by employees covered by the overtime provisions of the
20 FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt
21 employees use sick leave in increments for one full workday.

22 **Section 8.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

23 **Section 9.** Division management is responsible for the proper administration of sick leave
24 benefits. In cases where management has uniform documentation to support a history of excessive or
25 patterned absenteeism, an employee may be put on written notice by the Division Manager/designee
26 that for a period not to exceed six (6) months, all sick leave usage by the employee will require
27 medical verification. Furthermore, in cases where management has documents or facts that would
28 support an inference of a sick leave policy violation, management may require medical verification
from the employee.

Section 10. Separation from King County employment, except by retirement or reason of
temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the

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employee. Should the employee resign in good standing and return to the County within two years, accrued sick leave shall be restored.

Section 11. Employees eligible to accrue sick leave, who have successfully completed at least five (5) years of County employment, and who retire as a result of length of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

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

Section 12. It is agreed that the employees covered under the terms of this Agreement shall be granted medical leave benefits in accordance with the provisions of the King County Family and Medical Leave Ordinance 13377 as amended and as required by federal and state law.

Section 13. Employees may use up to three (3) days of sick leave per calendar year for the purpose of volunteering in a school, in accordance with existing County policies and practices.

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3 **ARTICLE 7: BEREAVEMENT LEAVE**
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5 **Section 1.** If a member of a regular employee’s family dies, such employee is entitled to
6 three days off with pay for bereavement leave. If an employee requests more time, up to an
7 additional three (3) days may be used from the employee’s sick leave balance. For the purpose of
8 bereavement leave, the term “family” means spouse, child, parent, son-in-law, daughter-in-law,
9 grandparent, grandchild, sibling, domestic partner, and the child, parent, sibling, grandparent, or
10 grandchild of the spouse or domestic partner, or a person to whom the employee stands in loco
11 parentis or is in loco parentis to the employee.

12 **Section 2.** Regular, full-time employees who have exhausted their bereavement leave shall be
13 entitled to use up to three days of sick leave for their absence from work for each instance when death
14 occurs to a member of the employee’s immediate family.

15 **Section 3.** In the application of any of the foregoing provisions, holidays or regular days off
16 falling within the prescribed period of absence shall not be charged bereavement leave entitlements.

17 **Section 4.** For the purposes of this Section, part-time regular employees shall be entitled to
18 the same benefits on a pro-rata basis.
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3 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**
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5 **Section 1.** Effective on January 1, 2010, the base wage rates in effect the previous
6 December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index (September
7 to September) with a maximum increase of six (6) percent but not less than two (2) percent. No later
8 than October 1, 2010, the parties will reopen negotiations solely for the purpose of negotiating any
9 cost of living allowances for 2011 and 2012.

10 **Section 2.** Employees shall receive step increases as per the attached pay schedule upon
11 completion of the probationary period and on each January 1st thereafter. All new hires will be hired
12 at a minimum of Step 2.

13 **Section 3. Top Step Merit Pay.** Employees who are at the top step of their salary range will
14 be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's
15 discretion, in accordance with the King County Merit Pay Plan. For purpose of the two-(2) year
16 waiting period for merit eligibility, employees at Step 9 of the pay range shall be treated as though
17 they are at Step 10. Step 9 will be treated as counting toward the two-(2) year waiting period
18 beginning with the year 2002. Employees are eligible for the merit increase who have achieved a
19 performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

20 An employee's performance rating and a decision to grant a merit increase is not subject to
21 the grievance and arbitration provisions of Article 15, Dispute Resolution Procedures.

22 **Section 4. Pay upon Personnel Action.** An employee who is promoted, reclassified, or
23 works outside of classification for more than 2 weeks in an acting capacity in a classification having a
24 higher maximum salary shall be placed at the nearest step in the new salary range which provides at
25 least a 5% increase above the employee's previous rate of pay in effect at the time of the personnel
26 action. Employees working outside of their classification in an acting capacity for 2 weeks or less
27 shall receive a 5% increase above the employee's previous rate of pay. However, an employee may
28 not exceed the maximum salary of the higher classification including merit pay.

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3 **ARTICLE 9: HOURS OF WORK AND OVERTIME**
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5 **Section 1.** For hourly employees, the normal work week shall consist of five (5) consecutive
6 work days not to exceed eight (8) hours in a nine (9) hour period. The County and the Union agree
7 that alternative work schedules may be established that are mutually agreed between the employee
8 and employer.

9 **Section 2.** Hourly employees shall be compensated at the rate of time and one-half (1-1/2) for
10 all hours worked in excess of the scheduled work shift, or in excess of forty (40) hours in one
11 workweek, or work on a holiday or a regularly scheduled day off. Overtime may be paid as
12 compensatory time at the rate of time and one-half, if requested by the employee and approved by the
13 supervisor.

14 **Section 3.** FLSA-exempt employees are covered under the King County Executive Leave
15 Pay and Leave Practices for Executive Administration and Professional Employees policy(s)
16 (<http://www.kingcounty.gov/operations/policies.aspx>) and are expected to work the hours necessary
17 to perform their jobs.

18 **Section 4.** The nature of the work of many employees represented by this Agreement
19 sometimes requires them to be on-call for periods of time. Hourly employees regularly required to
20 carry notification devices (such as pagers or cell phones) during their normally scheduled time off,
21 will receive an on-call premium of \$1.00 an hour for all time assigned on call.

22 Hourly employees will be compensated for all time actually worked; however for such time
23 they will not receive the on-call premium. Hours in excess of forty (40) hours worked by hourly
24 Employees in the workweek will be paid overtime at the rate of time and one-half (1-1/2) their
25 regular rate of pay.

26 **Section 5.** Rideshare Services Representatives may choose to substitute compensatory time at
27 the rate of time and one half (1-1/2) for overtime earned on weekends or scheduled days off when an
28 employee is on-call.

Section 6. Alternative work schedules and telecommuting schedules may be established in
accordance with Executive Policy (<http://www.kingcounty.gov/operations/policies.aspx>). When a
supervisor establishes a schedule change or determines how to respond to an Employee request for an

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3 alternative work schedule, he/she must consider the Employee's childcare and other family and
4 transportation needs in making the decision. If the employee does not agree with the supervisor's
5 work schedule decision, she/he may request in writing a review by the section manager. The section
6 manager's decision is final and not grievable. If an alternative work schedule is established, the
7 compensation provisions of Sections 2 and 3 of this Article, related to FLSA-eligible and FLSA-
8 exempt Employees remain applicable.

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

19 **Section 8.** The three (3) day minimum executive leave grant in Section 7 shall be prorated for
20 employees hired or promoted into an FLSA-exempt position covered by this Agreement as follows:

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<u>Period of Employment</u>	<u>Minimum Days of Executive Leave Granted</u>
0 through 1 month	0
1 through 4 months	1
4 though 8 months	2
8 through 12 months	3

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ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

Health Benefits are negotiated and established by the Joint Labor Management Insurance Committee (JLMIC). The Union and the County agree to incorporate changes to employee insurance benefits as a result of any agreement of the JLMIC.

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3 **ARTICLE 11: TRAINING/REIMBURSEMENTS/LMC/BUS PASSES**

4 **Section 1.** All employees who have been authorized to use their own transportation on
5 County business shall be reimbursed at the rate established by County Council action.

6 **Section 2. Required Licenses and Certifications.** Members of the bargaining unit who are
7 required to obtain and maintain a Commercial Drivers Licenses and/or a CPR/First Aid Instructor
8 certificate shall have all related costs reimbursed including application, examinations, license, and
9 renewal fees. During the term of this Agreement additional licenses or certifications may be added
10 by mutual agreement of the parties to this contract.

11 **Section 3. Master ASE Transit Bus Certifications.** With the approval of the supervisor,
12 members of the bargaining unit who obtain and maintain a Master ASE certification in transit bus
13 shall have all registration and test fees reimbursed upon successful completion.

14 **Section 4.** The County will provide all equipment and Employees' personal foul weather gear
15 to ensure safety and/or identification for Employees based on requirements of their specific job
16 duties.

17 **Section 5.** The County may provide employees release time to attend training programs that
18 will be beneficial to their job performance. If the County requires attendance at such training
19 programs, the County will pay the expenses incurred. The County recognizes the benefit of training
20 and will provide information and access to training opportunities for Employees, within budgeted
21 appropriations. Training may also include conferences, workshops and other professional networking
22 opportunities. The decision to provide training opportunities will be based upon, but not limited by,
23 the overall objectives of encouraging and motivating Employees to improve their work performance.

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

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B. The Labor-Management Committee established pursuant to Section 7 of this Article shall address the issue of non-traditional training.

Section 6. The Employer will provide all regular employees and retirees with bus passes at no cost in accordance with current practice and County ordinance.

Section 7. The County and the Union agree to establish a joint labor-management committee (LMC) for the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices, law suits and disciplinary matters are not subjects for discussion for the LMC. The County and the Union also understand that the LMC is not a substitute for bargaining and has no authority to amend the contract. Meetings will be held as needed and may be called by either party. The party requesting the meeting will be responsible for coordinating the meeting. The Union and County will co-chair the meeting and will determine the appropriate participants, not to exceed four (4) for either party.

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3 **ARTICLE 12: HIRING AND PROBATION**
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5 **Section 1. Hiring.** Hiring for all bargaining unit positions will be announced by posting a
6 recruitment notice unless a pool of qualified candidates, created pursuant to this Section, is still in
7 existence and will be used to fill the position. When job announcements are posted to recruit
8 applicants for a vacant position within the bargaining unit and a pool will be created, the job
9 announcements shall notify potential applicants that applications received shall also be used to
10 establish a pool of eligible candidates to fill future vacancies in the same classification. Such notice
11 shall specify for which classifications the pool is being created. The pool of applicants established
12 pursuant to this Section shall be retained for twelve (12) months from the date of posting. If a pool is
13 used to fill a position, all qualified candidates will be considered. Candidates in the pool may update
14 their applications at any time while the pool is in effect. Qualified candidates from the pool who are
15 not hired will be notified that their applications will remain in the pool.

16 For vacant positions within the bargaining unit, at least the most qualified applicant in this
17 bargaining unit who meets the minimum requirements of the position will be offered an interview.

18 **Section 2. Probationary Period.** The applicable provisions of King County Personnel
19 Guidelines, Duration of Probationary Period, shall apply, except as modified by this section. The
20 probationary period for a new employee or a newly promoted employee shall be six months. All time
21 served in an acting capacity in the position to which an employee was ultimately hired may, at the
22 discretion of the County, be counted toward the probationary period. A probationary period may be
23 extended up to a total period of 12 months. If a probationary period is to be extended, the union must
24 be notified and a written notice of the extension must be given to the employee. Notification should
25 be provided prior to the end of the probationary period.

26 If an employee's probationary period is extended due to the fact that he/she has not received
27 adequate and consistent supervision during the probationary period, the employee will receive a
28 retroactive probationary step increase to the date the normal probationary period was completed upon
obtaining regular status.

An employee is "at will" during his/her probation and probationary terminations are not
subject to the grievance and arbitration provisions of this Agreement.

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If an employee was promoted from within the bargaining unit and fails to pass probation in the newly promoted position, he/she may revert back to his/her former position if it is vacant. If there is not a vacancy, the employee will be treated as a layoff candidate based on the employee's former position.

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3 **ARTICLE 13: DISCIPLINE**

4 **Section 1.** No regular employee shall be disciplined except for just cause. This section shall
5 not apply to probationary employees.

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

9 **Section 3.** If the County issues disciplinary action against a regular employee, the employee
10 shall be apprised of his/her rights of appeal and representation.

11 **Section 4.** The employee and/or representative may examine the employee's personnel file(s)
12 if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job
13 performance or personal character shall be brought to his or her attention. The employee shall have
14 the right to insert documentation into the file(s) that responds to said material. Unauthorized persons
15 shall not have access to employee files or other personal data relating to their employment, except as
16 otherwise authorized by law.

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

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ARTICLE 14: PERFORMANCE APPRAISALS AND MEMOS

Each Employee will receive performance memos and appraisals as needed.

The Employee may appeal a performance appraisal to the next higher level of supervision.

Performance appraisals or memos are not grievable.

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3 **ARTICLE 15: DISPUTE RESOLUTION PROCEDURES**
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5 **Section 1. Grievance/Arbitration/Mediation.** King County recognizes the importance and
6 desirability of settling grievances promptly and fairly in the interest of continued good employee
7 relations and morale and to this end the following procedure is outlined. To accomplish this, every
8 effort will be made to settle grievances at the lowest possible level of supervision.

9 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
10 or reprisal in seeking adjudication of their grievances.

11 **A. Definition.**

12 Grievance - An issue raised by a party relating to interpretation of his/her rights,
13 benefits, or conditions of employment as contained in this Agreement.

14 **B. Procedure.**

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

21 **Step 2.** If the grievance has not been satisfactorily resolved at Step 1, the
22 employee and his/her representative may submit the grievance to the Section Manager within ten (10)
23 workdays as stated above for investigation, discussion, and written reply. The Section Manager shall
24 make his/her written decision available to the aggrieved employee within ten (10) working days. If
25 the grievance is not pursued to the next higher level within the following ten (10) working days, it
26 shall be presumed resolved.

27 **Step 3.** If after thorough evaluation, the decision of the Section Manager has
28 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
Division Manager. All letters, memoranda and other written materials previously submitted to lower
levels of supervision shall be made available for the review and consideration of the Division
Manager. He/she may interview the employee and/or his/her representative and receive any

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3 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
4 his/her written decision available within fifteen (15) working days. The Division Manager's final
5 pre-arbitration response must be concurred in by the Manager of the Labor Relations Section within
6 the Human Resources Division, (HRD), of the Department of Executive Services. If the matter is not
7 resolved, HRD will be the Union's contact thereafter in this process. If the grievance is not pursued
8 to the next level within thirty (30) working days, it shall be presumed resolved.

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10 **Step 4.** If within thirty (30) working days of the date of response provided in
11 Step Three, the matter has not been resolved the grievance may be submitted to Arbitration. If
12 Arbitration has been timely requested, the parties may with mutual consent attempt Grievance
13 Mediation. The process will use a mutually acceptable mediator and conclude within thirty (30) days
14 after the mutual request.

15 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
16 Step Three, the Parties shall select a third disinterested party to serve as an arbitrator. In the event
17 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
18 panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation
19 and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected
20 from the list by both the County representative and the Union, each alternately striking a name from
21 the list until only one name remains. The party to strike first shall be determined by a coin toss. The
22 arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision
23 promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may
24 be arbitrated which the County, by law, has no authority over, has no authority to change, or has been
25 delegated to any civil service commission or personnel board, as defined in RCW 41.56 or in Chapter
26 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
equally by both parties. Each party shall bear the cost of its own attorneys fees regardless of the

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3 outcome of the arbitration.

4 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

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

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

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

12 **B. Grievance.** After a grievance is initially filed, the following Alternative Dispute
13 Resolution (ADR) process may be followed, with mutual consent. This process will not exceed thirty
14 (30) days:

- 15 1. A meeting will be arranged by the Union representative and Employer
16 representative (or their designees) to attempt to resolve the matter.
 - 17 a. The meeting will include a mediator and the affected parties.
 - 18 b. The parties may mutually agree to other participants such as union
19 and management representatives or subject matters experts.
- 20 2. The parties will meet at mutually agreeable times to attempt to resolve the
21 matter.
- 22 3. If the matter is resolved, the grievance will be withdrawn.
- 23 4. If the matter is not resolved, the grievance will continue through the
24 grievance process.
- 25 5. The moving party can initiate the next step in the grievance process at the
26 appropriate time, irrespective of this process.
- 27 6. Offers to settle and aspects of settlement discussions will not be used as
28 evidence or referred to if the grievance is not resolved by this process.

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

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ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical handicap.

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ARTICLE 17: SAVINGS CLAUSE

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

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3 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**
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5 **Section 1.** The County and the Union agree that the public interest requires efficient and
6 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
7 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
8 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
9 duties, sick leave absence which is not bona fide, or other interference with County functions by
10 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
11 to end such interference. Any concerted action by any employee in the bargaining unit shall be
12 deemed a work stoppage if any of the above activities have occurred. Being absent without
13 authorized leave shall be considered as an automatic resignation. Such a resignation may be
14 rescinded by the division manager if the employee presents satisfactory reasons for his/her absence
15 within three (3) calendar days of the date his automatic resignation became effective.

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

21 **Section 3.** Any employee who commits any act prohibited in this section will be subject in
22 accord with the County's Work Rules to the following action or penalties:

- 23 1. Discharge.
24 2. Suspension or other disciplinary action as may be applicable to such employee.
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ARTICLE 19: WAIVER

Section 1. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

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ARTICLE 20: WORK OUTSIDE OF CLASSIFICATION

It is understood by the County and the Union that an employee may be assigned in writing by the section manager or designee to perform the preponderance of duties of a higher classification. The notice will state beginning and anticipated end date of the assignment. The County agrees that employees will not be required to perform a preponderance of the duties of a higher classification except when assigned as provided in this Article and compensated per Article 8.

An employee will continue to receive step increases according to the Salary Schedule. If the current rate of pay includes merit pay above Step 10 of the employee's current pay range, the compensation for work in a higher classification will be based on the merit pay rate. At the conclusion of the assignment to a higher classification, the employee will be placed on the step of the pay range of the employee's regular classification that the employee would occupy if the employee had remained in the regular classification.

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3 **ARTICLE 21: UNION REPRESENTATION**
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5 **Section 1.** Authorized representatives of the Union may, after notifying the County official in
6 charge, visit the work location of employees covered by this Agreement at any reasonable time for
7 the purpose of investigating grievances, but shall not conduct union business on County time.

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

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

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

19 **Section 5.** The County agrees to permit the Union to post on County bulletin boards the
20 announcement of meetings, election of officers, and any other Union material, provided there is
21 sufficient space beyond what is required by the County for “normal” operations. If sufficient space is
22 not available on County boards or in areas where County boards are not available, the Union may
23 provide one with location of same to be determined through mutual agreement of the Union and the
24 Employer.
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3 **ARTICLE 22: REDUCTION IN FORCE**
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5 **Section 1. Pre-Layoff Process.**

6 A. When a reduction in force is anticipated, representatives of the County will meet
7 with the Union Representative to identify the number of employees in this bargaining unit that the
8 County is anticipating for layoff. The County will demonstrate that all interns, temporary, and term-
9 limited employees that perform similar professional and technical work in the same Layoff Group
10 will be laid off prior to the layoff of members of this bargaining unit. The County and the Union
11 shall jointly endeavor to find ways to minimize or eliminate the number of employees who must be
12 laid off (e.g., reassign employees to vacant positions, locate temporary placement in other
13 departments, encourage leaves of absence, or allow job-sharing).

14 B. When the elimination of a position shall result in an employee being laid off, the
15 employee shall be selected by inverse seniority within the layoff group, as defined in Section 5 and 6
16 of this Article.

17 **Section 2. Notice.** When the elimination of a position shall result in an employee being laid
18 off, the County shall provide written notice to the Union and the affected employee at least 90
19 calendar days prior to the effective date of the layoff.

20 **Section 3. Recall Rights.**

21 A. All bargaining unit members who are laid off, whose hours of work are reduced
22 involuntarily or who accept a position with a lower pay range in lieu of layoff, shall be placed on the
23 layoff recall list for two years from the date of layoff. In addition, the employee shall retain specific
24 recall rights to the position from which she/he was laid off for an additional one (1) year following
25 the end of the two (2) year general recall period. During the three (3) year specific recall period, the
26 employee shall retain specific recall rights to the position from which s/he was laid off regardless of
27 whether the employee has accepted a different position within the County. Refusal to accept re-
28 employment in a position with a lower salary range or with fewer working hours than the employee
held at the time of layoff shall not be cause for removal from the recall list.

B. When the County is filling a bargaining unit position and there are laid-off
employees who have held such positions within the previous five (5) years, the employees shall be

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3 notified of the vacancy and be afforded an opportunity to apply for the vacant position. The
4 notification requirement is fulfilled by sending such notification to the employee's last known
5 address of record.

6 C. An employee who is recalled from layoff within two (2) years shall have all his/her
7 sick leave balance and vacation accrual rates restored.

8 **Section 4. Outplacement.** The County will provide access to outplacement services for
9 employees who have been notified of their impending layoff. If the County does not provide
10 outplacement services that the parties mutually agree meet the needs of the employee, each affected
11 Employee will be allowed to access non-King County outplacement services for a period of one (1)
12 year following receipt of their notice of layoff, or to a maximum expenditure of \$2,500, whichever
13 comes first.

14 **Section 5. Seniority Defined.**

15 A. Seniority shall be defined as the date when the employee first began working in a
16 bargaining unit position currently covered or would have been covered by this Agreement. King
17 County is responsible for providing the Union with accurate, pertinent, and timely information to
18 assist the Union in identifying the seniority date. Failure to provide this information is grievable.
19 All questions or issues pertaining to a member's seniority will be settled by the Union. The union
20 determined seniority date cannot be grieved.

21 B. Seniority is portable in a reciprocal manner between this bargaining unit and the
22 employees in the Planning unit of the Local 17 non-interest arbitration Professional and Technical
23 Department of Transportation bargaining unit.

24 C. An employee who has obtained career service status in any bargaining unit
25 classification and who moves into a position in King County outside of the bargaining unit (with the
26 exception of Section 5.B. above), shall retain his/her layoff seniority in the bargaining unit covered
27 by this contract for one (1) year from the date of transfer.

28 D. An Employee who is granted a voluntary leave of one (1) year or less or who
resigns from County employment for education or professional development or is laid off and is
rehired within two (2) years or less maintains their seniority date. However, if said employee is gone

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for more than the above allotted time, upon return to the bargaining unit, he/she will receive a new seniority date reflecting the date of hire.

E. Acting.

An employee who is not a member of the bargaining unit working in an acting capacity in a bargaining unit position who is immediately hired permanently to that position shall have his or her seniority date reflect the start date of the contiguous acting assignment.

Section 6. Layoffs shall be by least seniority within the following Layoff Groups by subgroup or classification, whichever is applicable. When new job classifications are added to the unit, the Union and the County will meet to mutually determine the placement of each new classification into one of the existing layoff groups or to its own classification group.

Section 7. Layoff Groups.

Paratransit/ Rideshare Operations Layoff Group	Vehicle Maintenance Layoff Group	Sales & Customer Services Layoff Group	Research Mgmt. Information Layoff Group
<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Customer Services Coordinator ○ Customer Services Coordinator - Lead ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ Project/Program Manager II ○ Transportation Planner <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Applications Developer - Senior ➤ Business & Finance Officer II ➤ IT Project Manager II ➤ Maintenance/Planner Scheduler ➤ Project/Program Manager III ➤ Rideshare Services Representative ➤ Transportation Planner III ➤ Vanpool Risk Specialist 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Transit Vehicle Procurement Administrator ○ Transit Maintenance Analyst ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ Project/Program Manager II ○ Functional Analyst III <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Administrator II ➤ Business & Finance Officer II ➤ Business and Finance Officer IV ➤ Functional Analyst IV ➤ Occ. & Educ. Training Program Coordinator 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Functional Analyst III ○ IT Specialist - Master ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ Marketing Specialist I ○ Marketing Specialist II ➤ <u>Layoff subgroup C</u> <ul style="list-style-type: none"> ○ Customer Services Coordinator ○ Customer Services Coordinator - Lead ○ Transportation Planner I ➤ <u>Layoff subgroup D</u> <ul style="list-style-type: none"> ○ Educator Consultant II ○ Project/Program Manager II <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Business & Finance Officer II ➤ Business & Finance Officer III ➤ Database Administrator - Journey ➤ Marketing & Sales Specialist III ➤ Project/Program Manager I ➤ Project/Program Manager III ➤ Project/Program Manager IV 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Project/Program Manager I ○ Project/Program Manager II <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Project/Program Manager III ➤ Project/Program Manager IV

<p>Safety Layoff Group</p>
<p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ Administrator I ➤ Safety & Health

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Power & Facilities Layoff Group	Information Technology Layoff Group	Operations Layoff Group	Transit Security Layoff Group
<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Transportation Planner II ○ Project/Program Manager II ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ Environmental Scientist II ○ Environmental Scientist III <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Business & Finance Officer III ➤ Data Administrator ➤ Database Administrator - Sr ➤ Lead Senior Buyer ➤ Maintenance/Planner Scheduler ➤ Occ. & Educ. Training Program Administrator ➤ Power Distribution Technical Assistant ➤ Project/Program Manager III ➤ Project/Program Manager IV ➤ Transportation Planner III 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Applications Developer - Master ○ Applications Developer - Senior ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ IT Systems Specialist - Senior ○ IT Systems Specialist - Journey ➤ <u>Layoff subgroup C</u> <ul style="list-style-type: none"> ○ GIS Specialist - Journey ○ GIS Specialist - Senior ➤ <u>Layoff subgroup D</u> <ul style="list-style-type: none"> ○ Project/Program Manager I ○ Project/Program Manager II <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Database Administrator - Senior ➤ Database Administrator - Master ➤ Database Administrator - Journey ➤ Distributed LAN/PC Supervisor ➤ IT Project Manager II ➤ LAN Administrator - Journey ➤ LAN Administrator - Senior ➤ Project/Program Manager III ➤ Project/Program Manager IV ➤ Systems Architect ➤ Systems Engineer - Senior 	<ul style="list-style-type: none"> <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Applications Developer - Senior ➤ Communications Specialist III ➤ Project/Program Manager I ➤ Project/Program Manager IV ➤ Transportation Planner III ➤ Administrator III 	<ul style="list-style-type: none"> <u>Layoff by Classification</u>

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Service Development - Service Planning/ Scheduling Layoff Group	Service Development - Market Development Layoff Group	Service Development - Route Facilities Layoff Group	Service Development - Speed & Reliability Layoff Group
<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Transportation Planner (all levels) ○ Project/Program Manager (all levels) <p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ GIS Specialist 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Transportation Planner (all levels) ○ Project/Program Manager (all Levels) 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Transportation Planner (all levels) ○ Project/Program Manager (all Levels) 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Transportation Planner (all levels) <p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ Database Specialist ➤ IT Project Manager ➤ Engineer II ➤ Engineer III ➤ Engineer IV ➤ Project/Program Manager I

Service Development Manager's Office Layoff Group	Rail Layoff Group
<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> □ Transportation Planner (all levels) <p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ Business & Finance Officer II 	<p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ Business & Finance Officer III ➤ Rail SCADA Systems Specialist

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3 **ARTICLE 23: CLASSIFICATION/RECLASSIFICATION**
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5 **Section 1. Classification.** The County shall furnish the Union with specific classification
6 specifications for classifications in the bargaining unit. The County and the Union shall meet to
7 review proposed modifications and revisions to said specifications and where such revisions have
8 significant impact on working conditions will negotiate the resulting impacts.

9 **Section 2. Reclassification.** Requests for reclassification may be made because there is a
10 significant change in an employee's duties and responsibilities for a period of twelve (12) months or
11 longer. No employee shall submit a reclassification request if it has been less than one (1) year since
12 the date of a previous reclassification determination.

13 Requests for reclassification must be submitted on the County's Position Description
14 Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her
15 supervisor for review and comment. The supervisor will review and comment within thirty (30)
16 calendar days, and then forward the form to the division manager. The division manager shall have
17 thirty (30) days to review and comment and forward the form to HRD.

18 If the supervisor or division manager has any disagreement with the information provided on
19 the form by the employee, the supervisor or division manager will discuss this disagreement with the
20 employee prior to forwarding the form to HRD.

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

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

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the arbitrator/mediator.

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

The County and Union will work with the King County Alternative Dispute Resolution Program to negotiate a new rule in the King County Alternative Dispute Resolution Mediation/Arbitration Process that allows either party to bypass the Mediation portion of this process if mediation would be fruitless or in bad faith. The County and the Union agree to maintain the status quo of all other Alternative Dispute Resolution Program rules and policies governing the Mediation/Arbitration Process. The King County Alternative Dispute Resolution Program will have ultimate authority to accept or reject any mediation bypass provision, in which case current Mediation/Arbitration rules and policies will govern the Mediation/Arbitration process.

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ARTICLE 24: CONTRACTING OUT

The County agrees not to contract out the work normally performed by members of the bargaining unit if the contracting out of such work eliminates or reduces the normal workload of the bargaining unit unless such elimination is de minimis. Prior to any contracting out or in case of an emergency as soon as practicable, the County agrees to inform the Union of its intent and the Union shall have the opportunity to discuss the matter.

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3 **ARTICLE 25: DURATION**

4 This Agreement shall become effective upon the conclusion of the approval process by King
5 County Council and cover the period July 1, 2009 through June 30, 2012.

6 Contract negotiations for the period beginning July 1, 2012 may be initiated by either party
7 providing to the other written notice of its intention to do so prior to April 15, 2012. It is the goal of
8 both parties to conclude negotiations prior to expiration of this Agreement.
9

10 **APPROVED** this _____ day of _____, 2009.

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12 By: _____
13 King County Executive
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17 INTERNATIONAL FEDERATION OF PROFESSIONAL
18 AND TECHNICAL ENGINEERS, LOCAL 17:

19 _____
20 Joseph L. McGee, Executive Director
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22 _____
23 Jacob Metzger, Union Representative
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