AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
PROFESSIONAL AND TECHNICAL EMPLOYEES,
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 Professional and Technical Employees, 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.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the Union as the exclusive representative of full-time regular and part-time regular employees holding positions in classifications listed in Addendum A and made part hereof by this reference, who work in the Department of Transportation Metro Transit Division, excluding:

1. All employees in the Design and Construction Section.
2. All employees in the Finance and Administrative Services Section.
3. All employees in the Human Resources Section.
4. All employees in the General Manager's immediate staff.
5. All managerial employees and their confidential assistants.
6. All employees who have a "labor nexus" to the Employer.
7. All employees who are ineligible for representation per the terms of RCW 41.56, et seq.
8. All employees who are designated as employees of King County Information Technology (KCIT).

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

standing in the Union, or pay an agency fee to the Union to the extent permitted by law.

Provided, however, that nothing contained in this section shall require an employee to join the 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 representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made.

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

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

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

Section 5. The County will require all new employees hired, transferred, or promoted into a position included in the bargaining unit to sign a form (in triplicate) which will inform them of the

Union's exclusive recognition. One copy of the form will be retained by the County, one by the employee and the original sent to the Union. The County will notify the Union of any employee leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

Section 6. The County will transmit to the Union, upon request, a current listing of all 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 a part or all of his/her time shall be given leave of absence without pay upon application.

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.

ARTICLE 4: HOLIDAYS

Section 1. Employees eligible for leave benefits shall be granted holidays with pay as provided for in King County Code 3.12.230 as amended and otherwise provided as follows:

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

and special or limited holidays as declared by the president or governor, and as approved by the Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County Council may determine.

Section 1.A. Article 4, Section 1 of the collective bargaining agreement does not apply to the Customer Information Technological Resources and Solutions (CITRS) group. In place of Article 4, Section 1, the following rules in Section 1.A, 1.B, and 1.C shall apply to the CITRS group:

Employees eligible for leave benefits shall be placed on standby status on the following days:

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

and special or limited holidays as declared by the president or governor, and as approved by the Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County Council may determine. If an employee is not ordered to report to work on a holiday listed above, he/she shall receive holiday pay for the day.

King County may summon standby employees to report to work on the following dates as soon as possible, but in no event later than two hours, and King County may direct other standby employees to report to a second shift later in the day.

Section 1.B. King County may, at its sole discretion, order employees in the CITRS group to report to work on holidays to respond to service disruptions. An employee who is ordered to come to work on one of the holidays listed in Section 1.A above will have two options. 1) The employee may shift the missed holiday to another date within two weeks unless operationally impractical, in which case no later than the end of the pay period following the pay period in which an emergency was declared, unless a date outside of this range is mutually agreed upon; or 2) The employee may request a day of extra compensation in lieu of the holiday. An employee who requests an extra day of compensation shall forfeit the holiday. The result shall be that the employee receives the equivalent of six days of pay in the week for working five days. Employees may not self-select to report to work during a holiday.

Section 1.C. An employee who is granted a week of vacation that is adjacent to a holiday listed in Section 1.A will not be required to be on standby status during the holiday. Through a system to be devised by the employees of the CITRS group, one additional employee shall be excused from standby status on each holiday. King County may, at its sole discretion, allow for more than one employee to be excused from standby status on particular holidays.

Section 2. Employees eligible for leave benefits shall be granted two personal holidays to be administered through the vacation plan; provided, that the hours granted to employees working less than a full-time schedule shall be prorated to reflect their normally scheduled work day. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November of each year.

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

Section 5.

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

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

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

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

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

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

ARTICLE 5: VACATION

Section 1.A. Employees eligible for leave benefits shall be granted vacation with pay as provided for in King County Code 3.12.190 as amended and as otherwise provided as follows:

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

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

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

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 first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave. The

terms of this provision do not apply to employees taking accrued leave for a qualifying event under the Washington Family Care Act.

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

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

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

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

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

I. Employees eligible for vacation leave may accrue up to 480 hours of vacation leave, prorated to reflect their normal work schedule. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as 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 (6) months of County service. Payment shall be the accrued vacation leave multiplied by the

employee's regular rate of pay in effect upon the date of leaving County employment less mandatory withholdings; provided that special assignments of less than 3 months shall not be considered to be a part of the regular rate of pay in effect.

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

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

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

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

Donated vacation is excluded from vacation payoff provisions.

Section 5. Reopener on Vacation Cashout. If King County determines that vacation cashout is a benefit that can become available to represented employees; the parties shall reopen negotiations for the purpose of negotiating a basis and terms for providing cashout benefit to members of this bargaining unit.

ARTICLE 6: SICK LEAVE

Section 1. Sick leave and family care benefits are provided to employees by way of this Agreement in conjunction with federal, state and local laws. In some cases, this Agreement may not be a complete statement of employees' medical leave and family care rights. To the extent that an employee is entitled to greater medical leave and family care rights under applicable law, it is the intent of the Parties to provide these rights to the employee. This Article shall operate in conjunction with applicable law.

Section 2. Employees eligible for leave benefits shall be granted sick leave with pay as

provided for in King County Code 3.12.220 as amended and as otherwise provided as follows:

Section 3. The hourly accrual rates are for informational purposes only, and shall not be construed to mean that bargaining unit employees are compensated on an hourly basis. Benefit eligible employees shall accrue sick leave benefits at the rate equal of .04616 hours for each hour on regular pay status exclusive of overtime up to a maximum of 96 hours per year. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to sick leave if not previously earned.

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

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

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

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

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

D. Employee exposure to contagious diseases and resulting quarantine;

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

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

1. The child is under the age of eighteen;

2. The employee is the natural parent, step-parent, adoptive parent, legal

guardian, foster-care parent, a person having legal custody and control of the child, or stands *in loco parentis* to the child;

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

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

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

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

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

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

Section 6. Any leave eligible employee whose sick leave accrual balance exceeds one hundred (100) hours may donate to any other leave eligible employees a portion of his or her accrued sick leave upon written notice to the donating and receiving employees' department director(s). Sick leave hour donations are strictly voluntary. No employee may donate more than twenty-five (25)

hours of his/her accrued sick leave in a calendar year. Employees are prohibited from offering or receiving monetary or any other compensation in exchange for donating sick leave hours.

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

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

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

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

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

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

ARTICLE 7: BEREAVEMENT LEAVE

Section 1. If a member of a regular employee's family dies, such employee is entitled to three days off per qualifying event with pay for bereavement leave. If an employee requests more time, up to an additional three (3) days may be used from the employee's sick leave balance. For the purpose of bereavement leave, the term "family" means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner, and the child, parent, sibling, grandparent, or grandchild of the spouse or domestic partner, or a person to whom the employee stands in loco parentis or is in loco parentis to the employee.

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

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

Section 4. For the purposes of this Section, part-time regular employees shall be entitled to the same benefits on a pro-rata basis.

ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 1. Rates of pay

Rates of pay for all classifications in the bargaining unit are listed in Addendum A.

Section 2. Total Compensation Agreement. Upon full ratification of the Memorandum of Agreement titled: 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 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Addendum B.

Section 3. Employees shall receive step increases as per the attached pay schedule upon completion of the probationary period and on each January 1st thereafter. All new hires will be hired at a minimum of Step 2.

Section 4. Top Step Merit Pay. Employees who are at the top step of their salary range will be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's discretion, in accordance with the King County Merit Pay Plan. For purpose of the two-(2) year waiting period for merit eligibility, employees at Step 9 of the pay range shall be treated as though they are at Step 10. Step 9 will be treated as counting toward the two-(2) year waiting period beginning with the year 2002. Employees are eligible for the merit increase who have achieved a performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

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

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

ARTICLE 9: HOURS OF WORK AND OVERTIME

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

Section 2. Hourly employees shall be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of the scheduled work shift, or in excess of forty (40) hours in one workweek, or work on a holiday or a regularly scheduled day off. Employees working alternative work schedules will receive overtime for all hours worked beyond the number of hours the employee is regularly scheduled to work. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by the supervisor.

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

Section 4. The nature of the work of many employees represented by this Agreement sometimes requires them to be on-call for periods of time. Hourly employees regularly required to carry notification devices (such as pagers or cell phones) during their normally scheduled time off, will receive an on-call premium of 6.0% of base hourly wage for all time assigned on call.

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

Section 5. Rideshare Services Representatives may choose to substitute compensatory time at the rate of time and one half (1-1/2) for overtime earned on weekends or scheduled days off when an 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 alternative work schedule, he/she must consider the Employee's childcare and other family and transportation needs in making the decision. If the employee does not agree with the supervisor's work schedule decision, she/he may request in writing a review by the section manager. The section manager's decision is final and not grievable. If an alternative work schedule is established, the

compensation provisions of Sections 2 and 3 of this Article, related to FLSA-eligible and FLSA-exempt Employees remain applicable.

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

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

Period of Employment	Minimum Days of Executive Leave Granted
0 through 1 month	0
1 through 4 months	1
4 through 8 months	2
8 through 12 months	3

Section 9. Transportation Planner II's in the Service Development section will be paid overtime based on 40 hours of "paid time" in a workweek. This will allow employees to be assigned to after hours and weekend meetings, and to work more flexible hours based on workload needs. Meetings outside regular work hours will be scheduled with at least 2 weeks notice; employees' personal needs will be considered as in the past. Adjustments in work schedules will be worked out between an employee and his/her supervisor.

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.

ARTICLE 11: TRAINING/REIMBURSEMENTS/LMC/BUS PASSES

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

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

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

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

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

A. An Employee enrolled in a degree program that the County determines to be job-related may be eligible to receive reimbursement from the County for up to 50% of this program. An Employee who takes individual classes or courses which management determines to be job-related may be eligible to receive reimbursement from the County for up to 100% of class fees or course 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.

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.

Section 8. The King County Strategic Plan places an emphasis on service excellence, financial stewardship, and fostering a quality workforce. In acknowledgment of King County's and the Union's shared interest in these values, the parties may establish a Labor-Management Committee on Efficiency and Cost Savings. This Committee is chartered with the goal of identifying effective and efficient ways for delivering services that could generate labor and other costs that have not yet been identified through this collective bargaining process. Because of the diffuse nature of this bargaining unit, the Committee may be focused to discuss efficiency issues in specific work units. The parties agree that the recommendations of Committee may lead to a joint recommendation to reopen the collective bargaining agreement to authorize cost savings that are identified through this process.

ARTICLE 12: HIRING AND PROBATION

Section 1. Hiring. Hiring for all bargaining unit positions will be announced by posting a recruitment notice unless a pool of qualified candidates, created pursuant to this Section, is still in existence and will be used to fill the position. When job announcements are posted to recruit

applicants for a vacant position within the bargaining unit and a pool will be created, the job announcements shall notify potential applicants that applications received shall also be used to establish a pool of eligible candidates to fill future vacancies in the same classification. Such notice shall specify for which classifications the pool is being created. The pool of applicants established pursuant to this Section shall be retained for twelve (12) months from the date of posting. If a pool is used to fill a position, all qualified candidates will be considered. Candidates in the pool may update their applications at any time while the pool is in effect. Qualified candidates from the pool who are not hired will be notified that their applications will remain in the pool.

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

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

If an employee's probationary period is extended due to the fact that he/she has not received adequate and consistent supervision during the probationary period, the employee will receive a 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.

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.

Existing bargaining unit employees who accept placement in a position in lieu of layoff after receiving a layoff notice are subject to probation as may be required by Career Service Rules, however, the "at will" element of probation is not applicable to such employees. If it is determined during the probationary period that the employee is not qualified or cannot perform in a satisfactory manner, the employee will be transferred back to Career Support Services and considered for another placement within the County.

ARTICLE 13: DISCIPLINE

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

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

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

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

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

ARTICLE 14: PERFORMANCE APPRAISALS AND MEMOS

Each Employee will receive performance memos and appraisals as needed, but at least once

per year if the employee is at or above top step.

The Employee may appeal a performance appraisal to the next higher level of supervision. Performance appraisals or memos are not grieveable.

ARTICLE 15: DISPUTE RESOLUTION PROCEDURES

Section 1. Grievance/Arbitration/Mediation. King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

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

A. Definition.

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

B. Procedure.

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

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

Step 3. If after thorough evaluation, the decision of the Section Manager has 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 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within fifteen (15) working days. The Division Manager's final pre-arbitration response shall have the concurrence of the Director of the King County Office of Labor Relations (OLR). If the matter is not resolved, OLR will be the Union's contact thereafter in this process. If the grievance is not pursued to the next level within thirty (30) working days, it shall be presumed resolved.

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

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

The arbitrator shall have no power to change, alter, detract from or add to the provisions of 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 outcome of the arbitration.

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

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

Section 2. Alternate Dispute Resolution Procedures.

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

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

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

evidence or referred to if the grievance is not resolved by this process.

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

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.

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.

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

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

Section 2. Upon notification in writing by the County to the Union that any of its members

are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

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

1. Discharge.
2. Suspension or other disciplinary action as may be applicable to such employee.

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.

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.

ARTICLE 21: UNION REPRESENTATION

Section 1. Authorized representatives of the Union may, after notifying the County official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances, but shall not conduct union business on County time.

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

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

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

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

ARTICLE 22: REDUCTION IN FORCE

Section 1. Pre-Layoff Process.

A. When a reduction in force is anticipated, representatives of the County will meet with the Union Representative to identify the number of employees in this bargaining unit that the County is anticipating for layoff. The County will demonstrate that all interns, temporary, and term-limited employees that perform similar professional and technical work in the same Layoff Group will be laid off prior to the layoff of members of this bargaining unit. The County and the Union

shall jointly endeavor to find ways to minimize or eliminate the number of employees who must be laid off (*e.g.*, reassign employees to vacant positions, locate temporary placement in other departments, encourage leaves of absence, or allow job-sharing).

B. When the elimination of a position shall result in an employee being laid off, the employee shall be selected by inverse seniority within the layoff group, as defined in Section 7 and 8 of this Article.

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

Section 3. Recall Rights.

A. All bargaining unit members who are laid off, whose hours of work are reduced involuntarily or who accept a position with a lower pay range in lieu of layoff, shall be placed on the layoff recall list for two years in the County's Layoff/Recall Program from the date of layoff. In addition, the employee shall retain specific recall rights to the position from which she/he was laid off for an additional one (1) year following the end of the two (2) year general recall period. During the three (3) year specific recall period, the employee shall retain specific recall rights to the position from which s/he was laid off regardless of whether the employee has accepted a different position within the County. Refusal to accept re-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 notified of the vacancy and be afforded an opportunity to apply for the vacant position. The notification requirement is fulfilled by sending such notification to the employee's last known address of record.

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

D. In Service Development, an employee shall retain two year specific recall rights to

a vacancy that opens up in Subgroup B in the classification from which he/she was laid off.

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

Section 5. Seniority Defined.

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

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

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

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 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.

In the Service Development/Strategy & Performance Layoff Groups and in the Customer Communications & Services Layoff Group: If a member of Subgroup B is laid off from Subgroup B, they will be offered the option of taking the layoff, or demoting to the position of the least senior employee in Subgroup A, provided that Management determines they meet the minimum qualifications for the position and are more senior than the employee holding the position in Subgroup A. If the demotion option is selected, the least senior employee in Subgroup A will be laid off.

In the event of multiple layoffs from Subgroup B, the default will be for the most senior employee to displace the least senior employee in Subgroup A, followed by the next most senior displacing the next least senior in Subgroup A until the Subgroup B layoff employee is less senior than the remaining employees in Subgroup A. In the event an employee from subgroup B is not qualified for the position of the employee they will displace, the parties will meet to determine who is laid off with the intent to retain the most senior employees. Nothing in this section alters Transit's right to change the duties of bargaining unit members within the scope of their classification.

Section 8. Layoff Groups.

Paratransit/ Rideshare Operations	Vehicle Maintenance	Customer Communications & Services	Power & Facilities
Layoff Subgroup A • Customer Services Coordinator • Customer Services Coordinator - Lead	**Layoff Subgroup A** • Transit Vehicle Procurement Administrator • Transit Maintenance Analyst	**Layoff Subgroup A** • Marketing & Sales Specialist I • Marketing & Sales Specialist II	**Layoff Subgroup A** • Transportation Planner II • Project/Program Manager II
Layoff Subgroup B • Project/Program Manager II • Transportation Planner II	**Layoff Subgroup B** • Project/Program Manager II • Functional Analyst III	**Layoff Subgroup B** • Customer Services Coordinator • Customer Services Coordinator - Lead • Project/Program Manager 1 • Project/Program Manager II	**Layoff Subgroup B** • Environmental Scientist II • Environmental Scientist III
Layoff by Classification • Business & Finance Officer II • Business & Finance Officer III • Maintenance/Planner Scheduler • Project/Program Manager III • Rideshare Services Representative • Transportation Planner III • Transportation Planner IV • Vanpool Risk Specialist	**Layoff by Classification** • Administrator II • Business & Finance Officer II • Business and Finance Officer III • Business and Finance Officer IV • Functional Analyst IV	**Layoff by Classification** • Business & Finance Officer III • Communications Specialist II • Communications Specialist III • Functional Analyst II • Functional Analyst III • Functional Analyst IV • Marketing & Sales Specialist III • Project/Program Manager III • Project/Program Manager IV • Web Developer Senior	**Layoff by Classification** • Admin Staff Assistant • Administrator III • Business & Finance Officer III • Data Administrator • Functional Analyst II • Functional Analyst III • Functional Analyst IV • IT Systems Specialist - Master • Buyer - Lead Senior • Maintenance/Planner Scheduler • Occ. & Educ. Training Program Administrator • Power Distribution Technical Assistant • Project/Program Manager III • Project/Program Manager IV • Transportation Planner III

Business Systems Development & Operations	Operations	Light Rail	Safety
Layoff by Classification • Database Specialist – Senior • Functional Analyst III • IT Project Manager I • IT Project Manager II • Project/Program Manager IV	**Layoff by Classification** • Applications Developer - Senior • Communications Specialist III • Project/Program Manager I • Project/Program Manager III • Project/Program Manager IV • Transportation Planner III • Administrator III • Occupational Educational & Training Program Administrator	**Layoff by Classification** • Business & Finance Officer II • Business & Finance Officer III • Project/Program Manager III • Rail SCADA Systems Specialist • Rail SCADA Systems Specialist Senior	**Layoff by Classification** • Administrator I • Safety & Health Administrator I • Safety & Health Administrator II • Safety & Health Administrator III • Safety & Health Administrator IV • Transportation Compliance Administrator

Drug & Alcohol Program	Transit Security
Layoff by Classification • Project Program Manager II	**Layoff by Classification** • Project Program Manager II

Service Development Business and Finance	Service Development Manager's Office	Strategy & Performance/Service Development, Market Development, Scheduling, Service Planning	
Layoff by Classification • Business & Finance Officer (all levels)	**Layoff Subgroup A** • Transportation Planner (all levels)	**Layoff by Classification** • Functional Analyst II • Functional Analyst III • Functional Analyst IV • GIS Specialist - Senior **Layoff Subgroup A** • Project Program Manager I & II • Transportation Planner II **Layoff Subgroup B** • Project/Program Manager III & IV • Transportation Planner III & IV	

Service Development Transit Systems and Traffic Engineering	Service Development Route Facilities
Layoff by Classification • Engineer II • Engineer III • Engineer IV	**Layoff Subgroup A** • Project Program Manager I • Transportation Planner II **Layoff Subgroup B** • Transportation Planner III & IV • Project/Program Manager III & IV **Layoff by Classification** • Business Analyst • Business Analyst - Senior

ARTICLE 23: CLASSIFICATION/RECLASSIFICATION

Section 1. Classification. The County shall furnish the Union with specific classification specifications for classifications in the bargaining unit. The County and the Union shall meet to review proposed modifications and revisions to said specifications and where such revisions have significant impact on working conditions will negotiate the resulting impacts. If the County intends to study a classification series in anticipation of a possible reclassification of multiple employees, it will notify and meet with the Union to discuss its intent and process prior to the initiation of any classification study of an existing position.

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

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

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

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

The parties are agreed that the mediator/arbitrator's role in this hearing will be to consider 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 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.

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.

ARTICLE 25: SCADA EMPLOYEES

This article applies only to SCADA Employees due to the unique nature of their work.

Section 1. Call-Out Pay. A SCADA Employee who has gone home after his/her regular shift, and who is called back to work and reports to work, will be paid at the overtime rate for hours actually worked or four hours, whichever is more. Additional call-outs within a four hour period will be covered by the same four hour guarantee. If a SCADA Employee can respond to the situation without having to report to the worksite, the guarantee is a minimum of two hours. SCADA Employees are not eligible for standby pay.

Section 2. Clothing, Uniforms, and Equipment. The County shall provide and maintain necessary safety clothing, uniforms, and equipment. Each SCADA Employee who is required by the County to wear a particular type of safety footgear shall be entitled to a voucher to be applied toward the purchase of such safety footgear. The maximum County contribution paid by such voucher shall be $200 per SCADA Employee. A replacement item will be issued when the item is lost, stolen, damaged, or worn out.

Section 3. Shift Differential.

1. A night shift premium shall be paid to all employees who are regularly assigned to

a night shift. A night shift is defined as a regular shift that includes the hours of 12:00AM. to 5:00AM, Monday through Friday. This premium shall be $3.25/hour in 2015 and $3.25/hour in 2016.

2. SCADA Technicians who are not regularly scheduled for the night shift will be paid according to the overtime provisions in Article 9 and the language applicable to SCADA Technicians in Article 25.

Section 4. Negotiated Meal and Rest Periods. The parties agree to continue their long-standing agreement to specifically supersede in total the State provisions regarding meal and rest periods for SCADA Technicians. SCADA Technician shifts may include "straight eight" shifts, which do not have meal periods. For all SCADA Technician shifts, rest periods are not scheduled but may be taken intermittently consistent with work needs. SCADA Technicians are entitled to meal and rest periods only as described in this agreement and not those provide by State law.

ARTICLE 26: DURATION

This Agreement shall become effective upon the conclusion of the approval process by King County Council and cover the period July 1, 2015 through December 31, 2016.

Contract negotiations for the period beginning January 1, 2016 may be initiated by either party providing to the other written notice of its intention to do so prior to September 1, 2016. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this 14 day of APRIL, 2016.

By: _____

King County Executive

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17:

_____

Joseph L. McGee, Executive Director

_____

Cecilia Mena, Union Representative

Addendum A

Professional and Technical Employees, Local 17
Professional & Technical, Interest Arbitration - DOT, Transit
Wage Addendum

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2810000	281106	Administrative Staff Assistant	48
2810100	281207	Administrator I	50
2810200	281304	Administrator II	56
2810300	281404	Administrator III	63
2811100	286105	Business Analyst	63
2811200	286206	Business Analyst - Senior	68
2131100	214102	Business and Finance Officer I	53
2131200	214203	Business and Finance Officer II	58
2131300	214305	Business and Finance Officer III	62
2131400	214409	Business and Finance Officer IV	67
2214400	225003	Buyer - Lead Senior	64
2501100	252103	Communications Specialist I	51
2501200	252202	Communications Specialist II	54
2501300	252305	Communications Specialist III	58
2501400	252405	Communications Specialist IV	64
2230200	223401	Customer Services Coordinator	55
2230300	223501	Customer Services Coordinator - Lead	59
7303100	733103	Data Administrator	50
7319300	734304	Database Specialist - Senior	60
2251100	226203	Educator Consultant I	54
2251200	226305	Educator Consultant II	58
7112100	711104	Engineer I	54
7112200	711205	Engineer II	59
7112300	711307	Engineer III	64
7112400	711406	Engineer IV	69
7520100	752102	Environmental Scientist I	54
7520200	752203	Environmental Scientist II	59

Addendum A

Professional and Technical Employees, Local 17
Professional & Technical, Interest Arbitration - DOT, Transit
Wage Addendum

Job Class Code	PeopleSoft Job Code	Classification Title	Range
7520300	752302	Environmental Scientist III	64
7520400	752401	Environmental Scientist IV	69
7304100	733303	Functional Analyst I	54
7304200	733405	Functional Analyst II	57
7304300	733502	Functional Analyst III	62
7304400	738102	Functional Analyst IV	67
7322200	735204	GIS Specialist - Journey	60
7322300	735304	GIS Specialist - Senior	65
7331100	736304	IT Project Manager I	67
7331200	736404	IT Project Manager II	72
7323400	735804	IT Systems Specialist - Master	66
2444100	243801	Maintenance Planner Scheduler	58
2221100	222502	Marketing and Sales Specialist I	51
2221200	222602	Marketing and Sales Specialist II	56
2221300	222702	Marketing and Sales Specialist III	58
2252100	226503	Occupational Education and Training Instructor	44
2252200	226604	Occupational Education and Training Coordinator	53
2252300	226702	Occupational Education and Training Program Administrator	58
2252400	226802	Occupational Education and Training Program Administrator - Senior	63
8202100	822101	Power Distribution Technical Assistant	59
2441100	243104	Project/Program Manager I	53
2441200	243206	Project/Program Manager II	58
2441300	243303	Project/Program Manager III	63
2441400	243403	Project/Program Manager IV	68
8311300	839102	Rail SCADA Systems Specialist	61
8311400	839202	Rail SCADA Systems Specialist - Senior	66
2814100	283101	Rideshare Services Representative	54

Addendum A

Professional and Technical Employees, Local 17
Professional & Technical, Interest Arbitration - DOT, Transit
Wage Addendum

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2334100	234103	Safety and Health Administrator I	43
2334200	234203	Safety and Health Administrator II	48
2334300	234302	Safety and Health Administrator III	54
2334400	234403	Safety and Health Administrator IV	62
2502100	252602	Special Projects Manager I	68
2502300	252804	Special Projects Manager III	72
2410100	240102	Transit Maintenance Analyst	67
2218100	228102	Transit Vehicle Procurement Administrator	67
2450100	245201	Transportation Compliance Administrator	68
2421100	241602	Transportation Planner I	53
2421200	241704	Transportation Planner II	58
2421300	241804	Transportation Planner III	63
2421400	241905	Transportation Planner IV	68
6222100	656501	Van Pool Risk Specialist	59
7316300	734004	Website Developer - Senior	63

These job classes are paid on the King County "Squared" Pay Schedule.

Employees hired after implementation of the classification/compensation agreement occupy steps 2, 4, 6, 8, and 10 of the above ranges. (These employees have a 5 step pay range).

Certain employees hired prior to implementation of the classification/compensation settlement occupy steps 1, 3, 5, 7, 9, and 10 of the above ranges. (These employees have a 6 step pay range).

Employees move 1 step in the pay ranges described above upon completion of probation. After completion of probation, employees advance one step on each January 1.

Wage tables are available upon request to Transit Human Resources or the Human Resources Division of the Department of Executive Services.

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:

P. Cole-Tindall — 8-22-14

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

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 L. McGee
Executive Director

8/20/14
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 — Date: 4/25/11

For Office & Professional Employees International Union, Local 8:

Amanda Saylor, Union Representative — Date: 4/25/11

For Professional and Technical Employees, Local 17:

Behnaz Nelson, Union Representative — Date: 4/26/11

Janet Parks, Union Representative — Date: 4/25/11

For Public Safety Employees Union:

Dustin Frederick, Business Manager — Date: 4/25/11

For Technical Employees Association:

Ade Franklin, President — Date: 4.27.11

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

Diana Prenguber, Staff Representative — Date: 4-25-11

For King County:

James J. Johnson, Labor Negotiator III — Date: 4/28/11

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.

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.

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.

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

TECHNICAL EMPLOYEES ASSOCIATION

Roger Browne, President

IFPTE, LOCAL 17

Janet Parks, Union Representative

WSCCCE, Council 2

Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

Dustin Frederick, Business Manager

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
PROFESSIONAL AND TECHNICAL EMPLOYEES,
LOCAL 17 - PROFESSIONAL & TECHNICAL (INTEREST ARBITRATION)

Regarding: Night Shift for SCADA Technicians

Background:

1. SCADA Technicians are represented by Professional & Technical Employees, Local 17, in the Transit Professional & Technical bargaining unit.

2. Currently and historically, the SCADA Technicians support the Link Light Rail operation on a 24-hour, 7 day a week basis through straight time day-shift work, overtime work, and voluntary emergency call-out work.

3. As Link Light Rail operations expand, King County will move an increasing amount of Way, Power & Signals employees to the night, when the trains are out of service. King County provided the Union with notice and information about its plans to expand the size of the SCADA staff as well as its plan to have several of the SCADA technicians regularly work an overnight shift.

4. King County began assigning SCADA Technicians to the night shift in the summer of 2015.

5. The parties engaged in negotiations to address the effects of the creation of a night shift for SCADA Technicians.

6. During the collective bargaining process, the Union prepared a report entitled "SCADA Department OT Analysis." Some managers collaborated with the Union to provide data and information that the Union used to develop the report. The report notes that SCADA critical systems are built with redundancy. It is the conclusion of the report that these redundant systems allow SCADA technicians to fix problems in a safe manner, during daytime hours, and the majority of issues are better addressed during daytime hours. Also, the report concludes that SCADA Technicians can address many issues remotely or while off-site.

7. During the collective bargaining process, the Union raised concerns about what it believes are potential negative impacts that a graveyard shift can have on employee's health and well-being. The Union discussed how it believes that graveyard shift work can negatively impact employees. Rail management discussed the hazards and negative impacts associated with overtime work. The Union has sought additional compensation to provide some incentive for working the graveyard shift and to mitigate what it believes are the foreseen and unforeseen health and lifestyle impacts. Employee's interests also have included the ability to devise night shifts that best suit their personal and Rail's operational needs. Management also raised its interests and needs at the bargaining table.

8. The parties enter into this agreement in order to memorialize the terms and conditions of employment that they have negotiated concerning the creation of a night shift for SCADA Technicians.

Agreement:

Night Shift Positions:

1. King County will initially assign two of the current SCADA Technicians to the night shift. As it expands its FTE count, King County reserves the right to expand the headcount of the night shift on a 1:1 basis to the addition of FTEs. Should King County elect to expand the night shift, it will notify the Union with a notice and opportunity to bargain the effects of the expansion of the night shift at least two months in advance. Shortly after making such an announcement, the parties will conduct a pick for the new night shift, which shall serve as notice to the individual employee or employees who will be assigned to the night work.

Schedule, Shift & Hours:

1. Core hours for the night shift shall be a five hour time frame between 12:00AM and 5:00AM to address business needs during optimal non-revenue hours. Shifts may be 5/8 shifts or 4/10 shifts, depending on schedules that are mutually arranged by management and employees.

2. Management and night shift employees shall work together to seek to address the parties' interests, which include, but are not limited to the employee's personal needs and management's service needs, staggered shifts between the night shift employees, participation in morning staff meetings, training, and alternative work schedules.

3. Telecommuting arrangements will be administered in accordance with King County's telecommuting policy. Telecommuting must be arranged by mutual agreement between an employee and his/her supervisor and decisions about whether, and under what conditions, to allow telecommuting are not grievable.

Shift Assignment & Seniority:

1. SCADA Technicians will pick their shifts by seniority on an annual basis. The pick shall be conducted by seniority. If an insufficient number of employees elect to work certain shifts, then the unselected shifts will be assigned by inverse seniority. Additional picks will be held if there have been personnel changes, a change in the number of positions, a change in the number of positions on a shift, or upon mutual agreement by both parties.

2. For the purposes of SCADA Technician shift picks, seniority shall be determined by the Union and as defined in the Collective Bargaining Agreement. The Union may request a list of all SCADA Techs and hire dates with the county and the unit, and in turn the Union will provide King County with a copy of the seniority list, upon request, in advance of the pick.

Compensation:

1. A night shift premium shall be paid to all employees who are regularly assigned to a night shift. A night shift is defined as a regular shift that includes the hours of 12:00AM. to 5:00AM, Monday through Friday. This premium shall be $3.25/hour in 2015 and $3.25/hour in 2016.

2. SCADA Technicians who are not regularly scheduled for the night shift will be paid according to the overtime provisions in Article 9 and the language applicable to SCADA Technicians in Article 25.

3. Thomas McAuliffe and Micheal Dorsey shall receive a retroactive payment for their night shift work.

Terms and assessment:

1. King County and the Union understand with the implementation of this SCADA Tech night shift that new or unforeseen issues may arise for either party. The parties agree to meet six months after the commencement of the night shift to discuss any such issues. At this six month point, either party may reopen the discussion about the impacts on the terms and conditions of employment that have been affected by the night shift. These terms and assessment do not limit the right of King County to determine its staffing levels and shift requirements. King County reserves the right to continue and expand the night shift.

2. The parties have had extensive discussions about the creation of a lead assignment for SCADA Technicians. The union has advocated for a lead assignment with lead pay for SCADA Technicians and King County has maintained that it does not have a business need for a lead assignment at this time, given the current senior and supervisory resources that it has at its disposal. In order to continue this dialogue, King County and the Union agree to convene a special labor-management relations committee meeting to discuss and evaluate the SCADA staffing model. This meeting shall occur in the fall of 2016. The union may gather information and present arguments in favor of the creation of a lead position, should it feel this would be fruitful.

APPROVED this 14 day of APRIL, 2016.

By: Dow Constantine
King County Executive

For Professional and Technical Employees, Local 17:

Joseph L. McGee, Executive Director

Cecilia Mena, Union Representative