

Master Labor Agreement (MLA) - Appendix 32
Agreement Between King County
And
Professional and Technical Employees, Local 17
Transit Chiefs - Department of Transportation, Metro Transit Division
[042]

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1 **Preamble**

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

6 **Purpose**

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

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

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

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

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

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

21 **Section 1. Union Recognition**

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

27 **Section 2. Union Membership**

28 A. It is a condition of employment that, within 30 days of the effective date of this

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

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

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

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

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

27 **Section 3. Union Dues Deduction**

28 A. Upon receipt of written authorization individually signed by a bargaining unit

Employee, the County will have deducted from the pay of such Employee the amount of dues or agency fees as certified by the Union.

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

Section 4. Shop Stewards

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

Section 5. Union Activities and Representation

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

Section 6. Retired Employees

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

Section 7. Non-Discrimination

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

ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 3: EMPLOYEE RIGHTS

Section 1. Review of Personnel Files

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

Section 2. Union Representation

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

ARTICLE 4: PERFORMANCE APPRAISALS

Section 1. Performance Appraisals

Each Employee will receive regular performance appraisals.

ARTICLE 5: PROBATION

Section 1. Length of Probation

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

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

Section 2. Credit for Temporary Acting Time

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

Section 3. Dispute resolution

A. Performance

1) The County may terminate a probationary Employee for unsatisfactory job-

1 performance.

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

8 **B. Discipline**

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

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

18 **ARTICLE 6: DISCIPLINE**

19 Pursuant to MLA Art. 27., except as modified below.

20 A. King County will advise employees of Weingarten rights when called to a formal
21 investigatory interview. Employees may request Union representation in any meeting where they
22 reasonably believe that discipline may result.

23 B. Probationary employees are at-will employees.

24 **ARTICLE 7: DISPUTE RESOLUTION PROCEDURES**

25 Pursuant to MLA Art. 26, except as modified below.

26 **Section 1. Non-Contractual Dispute Resolution and Mediation**

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

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

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

11 **Section 2. Unfair Labor Practices**

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

19 **ARTICLE 8: HOLIDAYS**

20 Pursuant to MLA Art. 10, except as modified below.

21 **Section 1. Work on a Holiday**

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

24 **Section 2. Regular Day Off on a Holiday**

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

27 **Section 3. Holiday Accrual Bank**

28 An Employee may not exceed 40 hours of holiday time, including personal holidays, in

1 his/her Holiday Accrual Bank on the pay period that includes September 15 of each year. Any
2 amount in excess of 40 hours on the pay period that includes September 15 shall be forfeited.

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

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

6 **ARTICLE 9: VACATIONS**

7 Pursuant to MLA Art. 35, except as modified below.

8 **Section 1. Cancellation of Vacation Due to Emergency**

9 To avoid forfeiture of vacation as described in Section 5 above, an Employee may cash out a
10 vacation balance in excess of the applicable vacation accrual cap if all of the following conditions are
11 met:

12 1. In July of each year, the County will notify each Employee of his/her current
13 vacation balance. No later than August 31, each Employee who wishes to protect against forfeiture
14 of vacation must develop a written plan for use of vacation, approved in writing by his/her
15 supervisor, that demonstrates a vacation balance of no more than the applicable vacation accrual cap
16 will remain by the end of the payroll year.

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

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

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

23 1. Cash out may only bring an employee's vacation bank down to the applicable
24 vacation accrual cap; and

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

28 An Employee who meets the criteria above may seek vacation cash out per this section or

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

ARTICLE 10: SICK LEAVE

Pursuant to MLA Art. 34.

ARTICLE 11: OTHER LEAVE BENEFITS

Section 1. Bereavement Leave – Pursuant to MLA Art. 8, except as modified below.

In addition to the bereavement leave benefit in the Master Labor Agreement, employees may use bereavement leave related to the death of the Employee's close relative or the close relative of the Employee's spouse/domestic partner. An additional day will be paid when round trip travel of 200 or more miles is required.

Section 2. Executive Leave

A. Employees represented by this Agreement are FLSA-exempt. However, the nature of their work 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 Employee will be granted five days of executive leave annually. In addition to these five days of executive leave, an Employee may be granted up to an additional five 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.

B. Employees assigned to a swing or graveyard shift or who have significant on-call responsibilities will meet with their supervisor at the beginning of each year to discuss recognition for their additional time commitments to work. These employees and supervisors will have a discussion about the manner to recognize each employee's additional time commitments, and may include whether each employee will generally flex his/her time to roughly account for additional time commitments outside the normal work hours, complete regular shifts in addition to the extra time commitments, and the amount of variation the additional commitments require to the employee's normal schedule. Upon the completion of this discussion the employee will be granted up to an

1 additional five days of executive leave provided for in A. above annually. The grant of these
2 additional days of executive leave remains at the sole discretion of management. For employees
3 granted the additional five days of executive leave who continue to have extraordinary demands on
4 their off shift hours, flexibility with their work schedules may be granted by their immediate
5 supervisor.

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

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

13 **Section 3. Other Leaves**

14 Each Employee is entitled to other leave benefits as provided for in the MLA Articles 2, 3, 4,
15 5, 6, 7, 11, 21, the King County Personnel Guidelines, and applicable State and federal laws.

16 **ARTICLE 12: WAGES**

17 **Section 1. Wage Rates**

18 Effective January 1, 2018, the wage rates for Employees in the bargaining unit will be as set
19 forth in Addendum A, attached to this Agreement.

20 **Section 2. Wage Progression**

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

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

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

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

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

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

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

18 **Section 3. Acting Assignments - Salary Credit**

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

25 **ARTICLE 13: BENEFITS**

26 Pursuant to MLA Art. 25.

27 **Section 1. Transit Passes**

28 Pursuant to MLA Art. 38, except as modified below

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

Section 2. Clothing Allowance

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

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

C. If an Employee can document that he/she has purchased safety shoes in the past twelve months and if those safety shoes have been stolen, damaged, or worn out, King County will reimburse the Employee for up to \$220 for the cost of replacement shoes.

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

Section 3. Accidental Death Benefit – Criminal Assault

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

Section 4. Commercial Drivers Licenses

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

ARTICLE 14: WORK ASSIGNMENTS

Section 1. Alternative Work Schedules

A. An Employee may request an alternative work schedule, which may include flexible work hours, compressed work weeks, telecommuting and/or job share arrangements. Approval for an alternative work schedule must be received from the Employee's supervisor. The decision to allow an alternative work schedule is solely within the County's discretion and approval

1 may be revoked at any time. The Employee may also choose to return to the standard work schedule
2 at any time.

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

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

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

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

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

17 **Section 4. Chief Assignments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 1. **Notice.** When there is a vacant Chief position in Bus Operations, Rail Operations,
16 or Streetcar Operations, or if King County is developing an eligibility list for hiring Operations
17 Chiefs in Bus, Rail or Streetcar, King County will send notice to the Union of the vacancy or
18 vacancies. The Union will distribute this information to its members as it sees fit.

19 2. **Filling vacancies.** When there is a vacancy in a Chief position or positions, King
20 County will solicit input from Operations Chiefs in Bus, Rail and Streetcar to identify if anyone is
21 interested in moving to the open position. King County will then determine whether a Chief
22 expressing interest in the move will be selected and will consider the employee's seniority in making
23 the decision. If King County does not select the most senior Chief applicant for the position, it will,
24 prior to announcing the decision, provide information to the Union and the employee about its
25 reasons.

26 3. **Unfilled vacancies.** King County will notify the Union of any vacancy that has not
27 been filled within 90 days.

28 **Section 7. Filling vacancies in Facilities Maintenance on the Bus-Side**

1 **1. Notice.** When there is a vacant Chief position in Facilities Maintenance on the
2 Bus-Side, or if King County is developing an eligibility list for hiring Facilities Chiefs in Facilities
3 Maintenance on the Bus-Side, it will send notice to the Union of the vacancy or vacancies. The
4 Union will distribute this information to its members as it sees fit.

5 **2. Filling vacancies.** When there is a vacancy in a Bus-side Facilities Chief position
6 or positions, King County will solicit input from Bus-side Facilities Chiefs to identify if anyone is
7 interested in moving to the open position. King County will then determine whether a Chief
8 expressing interest in the move will be selected and will consider the employee's seniority in making
9 the decision. If King County does not select the most senior Chief applicant for the position, it will,
10 prior to announcing the decision, provide information to the Union and the employee about its reason.

11 **3. Unfilled vacancies.** King County will notify the Union of any vacancy that has not
12 been filled within 90 days.

13 **ARTICLE 15: CONTRACTING OUT**

14 Pursuant to MLA Art. 16.

15 **ARTICLE 16: LAYOFF AND RECALL**

16 **Section 1. Layoff Process**

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

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

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

26 **Section 2. Notice**

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

1 effective date of the layoff.

2 **Section 3. Recall**

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

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

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

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

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

22 **Section 4. Outplacement Services**

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

27 **Section 5. Layoff Seniority**

28 A. Seniority is under the jurisdiction of the Union. All questions or grievances

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

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

Section 6. Layoff Groups

Layoff Groups are defined as follows:

Position Title
Chief of Base Operations
Chief of Service Quality
Chief of Transit Control Center (formerly Chief of Service Communications)
Chief of Operations Training
Chief of Mechanical Rebuild*
Chief of Machine Shop Section
Chief of Body Rebuild Section
Chief of Paint Shop
Chief of Electrical Section*
Chief of Vehicle Maintenance
Chief of Fleet Engineering
Chief of Stores
Chief of Warranty Administration
Chief of Electronics
Chief of Power
Chief of Radio Maintenance
Chief of Facilities & Maintenance
Chief of Information Production
Chief of Marketing and Promotions
Chief of Pass Sales
Chief of Business Transportation Solutions
Chief of CITRS
Chief of Customer Response
Coordinator, Rideshare Service Program
Coordinator, Vanpool Fleet
Coordinator, Customized Services
Chief of Rail Operations
Chief of Rail Vehicle Maintenance
Chief of Rail Materials Service Center
Chief of Rail Power
Chief of Rail Signals and Communication
Chief of Track & ROW
Chief of Rail Facilities
Chief of Rider Information
Chief of Streetcar

* Part of composite Chief of Vehicle Maintenance Layoff Group.

1 **ARTICLE 17: TRAINING**

2 **Section 1. Training Opportunities**

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

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

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

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

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

17 **ARTICLE 19: RIGHTS OF MANAGEMENT**

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

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

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

1 **Safe Staffing Labor-Management Relations Committee**

2 King County and the Union form a standing labor-management relations committee
3 specifically for the purpose of addressing safe staffing concerns. This committee is tasked with
4 developing a charter and scheduling regular meetings on topics such as staffing levels, on-call work,
5 rest between shifts, and safety. The first order of business of the new committee, after the
6 development of a charter, will be to investigate and address issues relating to the time spent by Power
7 Chiefs outside of regular work hours. The Committee will meet at least quarterly, and more often if
8 agreed to by the parties. If the committee develops any mutually agreed upon recommendations to
9 address staffing, King County and the Union shall convene a meeting to review the
10 recommendations.

11 As a result of discussions with the Union, but outside of the collective bargaining process,
12 King County has decided to redirect resources on a temporary basis for two employees to provide
13 immediate staffing relief. Through the Committee described above, King County will work with the
14 Union to determine the best long term solution to the safety and staffing concerns that the Union has
15 raised, which will ultimately replace the temporary solution that has been created for immediate
16 relief.

17 No later than one year after this agreement has been executed, the parties will meet to check
18 in on whether the issues raised by the Union about Power staffing have been resolved.

19 **ARTICLE 21: WORK CONTINUATION**

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

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

27 **Section 1. Waiver**

28 The parties acknowledge that each has had the unlimited right within the law and the

1 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
2 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
3 Agreement. The County and the Union, for the duration of this Agreement, each agrees to waive the
4 right to oblige the other party to bargain with respect to any subject or matter not specifically referred
5 to or covered in this Agreement.

1 **ARTICLE 23: DURATION AND MODIFICATIONS**

2 Pursuant to MLA Art. 31.

3 **Section 1. Modification**

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

8
9
10 APPROVED this 15 day of MARCH, 2018.

11
12 By: Dow Constant
13 King County Executive

14
15
16 For Professional and Technical Employees, Local 17:

17 [Signature]
18 Cecilia Mena
19 Union Representative

20 [Signature]
21 Lynn Matteoni
22 Bargaining Team Member

23 [Signature]
24 Brian Cady
25 Bargaining Team Member

17 [Signature]
18 Barry Samet
19 Bargaining Team Member

20 [Signature]
21 Tim Dickinson
22 Bargaining Team Member

1 **ARTICLE 23: DURATION AND MODIFICATIONS**

2 Pursuant to MLA Art. 31.

3 **Section 1. Modification**

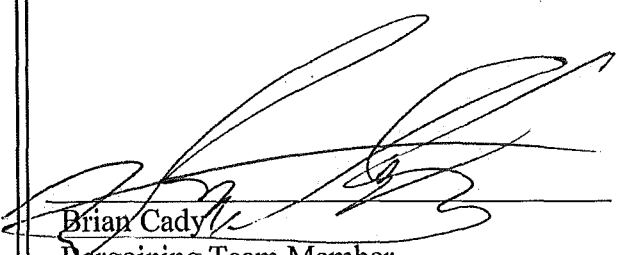
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7 the County and the Union, that defines the specifics of the modification.

8
9
10 **APPROVED** this _____ day of _____, 2018.

11
12 By: _____

13 King County Executive

14
15
16 For Professional and Technical Employees, Local 17:

17
18
19
20
21
22
23 
24 Brian Cady
Bargaining Team Member

1 cba Code: 042

Union Code(s): C3

2 **ADDENDUM A**

3 **Professional and Technical Employees**

4 **Local 17**

5 **Transit Division – Chiefs**

6 **Effective September 1, 2018**

7

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

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