

**Master Labor Agreement (MLA) - Appendix 31  
 Agreement Between King County  
 And  
 Professional and Technical Employees, Local 17  
 Transit Administrative Support  
 [047]**

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1 **ARTICLE 1: PURPOSE**

2           These articles constitute an Agreement, the terms of which have been negotiated in good faith  
3 by representatives of King County and Professional and Technical Employees, Local 17. The intent  
4 and purpose of this Agreement is to promote the continued improvement of the relationship between  
5 King County (hereinafter called the County) and the employees represented by Professional and  
6 Technical Employees, Local 17 (hereinafter called the Union) by providing a uniform basis for  
7 implementing the right of public employees to join organizations of their own choosing and to be  
8 represented by such organizations in matters concerning their employment relations with the County,  
9 and to set forth the wages, hours and other working conditions of the bargaining unit employees,  
10 provided the County has authority to act on such matters.

11 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

12           *Section 1.* The County recognizes the Union as the exclusive collective bargaining  
13 representative of all full-time and part-time regular and term-limited temporary employees whose job  
14 classifications are listed in the attached Addendum A and made a part hereof by this reference.

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

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

1 affected and the bargaining representative to which such public employee would otherwise pay the  
2 dues and initiation fee. The employee shall furnish proof to the Union each month that such payment  
3 has been made.

4 **Section 3.** Upon receipt of written authorization individually signed by a bargaining unit  
5 employee, the County shall have deducted from the pay of such employee the amount of dues and  
6 initiation fee, as certified by the Secretary-Treasurer of the Union, and shall transmit the same to the  
7 Secretary-Treasurer of the Union.

8 The Union will indemnify, defend and hold the County harmless against any claims made and  
9 against any suit instituted against the County on account of any check-off of dues for the Union. The  
10 Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
11 provision upon presentation of proper evidence thereof.

12 **Section 4.** The County will transmit to the Union a current listing of all employees in the  
13 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per  
14 calendar year. For all employees performing bargaining unit work, the list shall include the name of  
15 the employee, classification, home address, department and salary.

16 **Section 5.** Failure by an employee to satisfy the requirements of Section 2 shall constitute  
17 cause for dismissal; provided that the County has no duty to act until the Union makes a written  
18 request for discharge and verifies that the employee received written notification of the delinquency  
19 including the amount owing, the method of calculation, and notification that non-payment after a  
20 period of no less than seven (7) days will result in discharge by the County. A copy of each written  
21 notification shall be mailed to the County concurrent with its mailing to the employee.

## 22 **ARTICLE 3: RIGHTS OF MANAGEMENT**

23 **Section 1. Rights of Management:** The management of the County and the direction of the  
24 work force is vested exclusively in King County. Except as may be limited by the express written  
25 terms of this Agreement, all matters, including but not limited to, the right to hire, appoint, promote,  
26 discharge for just cause, improve efficiency, train, assign and direct the work force, develop and  
27 modify classification specifications, allocate positions to classifications, determine work schedules,  
28 determine location of facilities, and determine methods. Processes and means for providing services

1 shall remain the exclusive right of the County for the duration of this Agreement.

2 **ARTICLE 4: VACATION LEAVE**

3 Pursuant to MLA Articles 9 and 35.

4 **ARTICLE 5: OTHER LEAVES**

5 ***Section 1. Organ Donors:*** The manager/designee shall allow all employees eligible for paid  
6 leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such  
7 as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five  
8 (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

9 A. The employee gives the manager/designee reasonable advance notice of the need  
10 to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where  
11 there is reasonable expectation that the employee's failure to donate may result in serious illness,  
12 injury, pain or the eventual death of the identified recipient.

13 B. The employee provides written proof from an accredited medical institution,  
14 organization or individual as to the need for the employee to donate bone marrow, a kidney, or other  
15 organs or tissue or to participate in any other medical procedure where the participation of the donor  
16 is unique or critical to a successful outcome.

17 C. Time off from work for the purpose set out above in excess of five (5) working  
18 days will be subject to the terms of this Agreement.

19 ***Section 2. Jury Duty:*** Pursuant to MLA Art. 5.

20 ***Section 3. Leave For Volunteer Service:*** Pursuant to MLA Art. 4.

21 ***Section 4. Military Leave:*** Pursuant to MLA Art. 2.

22 ***Section 5. Inclement Weather:***

23 **A. Pay for employees in case of facility closure.**

24 1. If a facility is closed by order of the County Executive due to inclement  
25 weather, employees scheduled to work will be paid their normal salary or hourly wage until such time  
26 as the facility is reopened, alternative worksites are arranged, or a reduction in force is implemented.  
27 Employees who previously requested and have been approved for time off (e.g., vacation, sick leave,  
28 compensatory time off, or leaves of absence) will have hours deducted from their accruals as

1 approved.

2 Employees designated as first responders and mission critical employees who are unable to  
3 report to work will have their time charged to vacation, comp-time, or leave without pay unless the  
4 department director or designee determines that regular pay is warranted and waives the charging of  
5 the time missed.

6 2. Where a department or division director or agency administrator closes  
7 operations in his or her agency during the work day or orders employees to leave the premises  
8 because of safety concerns, employees scheduled to work will be paid for the normally scheduled  
9 work day.

10 3. Continued closure of a facility beyond the first day (or partial day) as  
11 described above must be approved by the Executive; otherwise, the facility will be deemed open.

12 **B. Pay for employees where facilities remain open for business.**

13 Where a department, office or facility remains open but inclement weather conditions prevent  
14 an employee from reporting to work:

15 1. The employee will notify his or her supervisor of the absence as soon as  
16 possible.

17 2. The employee may request, and the supervisor may approve, the use of  
18 compensatory time, vacation time, or leave without pay to cover the absence. Sick leave may not be  
19 used in such instances except where appropriate under sick leave provisions of the King County  
20 Code, Personnel Guidelines and this collective bargaining agreement.

21 **Section 3:** If federal or state law grants new or additional leave to employees the applicable  
22 law will apply.

23 **ARTICLE 6: SICK LEAVE AND TIME OFF FOR MEDICAL AND FAMILY REASONS**

24 Pursuant to MLA Articles 11 and 34, except as modified below.

25 **Section 1. Sick Child Benefit Program:** The County agrees to provide employees with a  
26 mildly sick child childcare service for eligible dependent children. The service is provided at no cost  
27 to employees as long as they are pre-registered in the program.

1 **ARTICLE 7: HOLIDAYS**

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

3 *Section 1.* If an employee is directed to work on a holiday, he/she will receive 8 hours  
4 holiday leave pay and be paid overtime for all hours actually worked. The employee may take the  
5 time worked as paid or as compensatory time at the employee's discretion.

6 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

7 *Section 1.* Wage rates shall be paid in accordance with Addendum A. The wages in  
8 Addendum A shall be increased pursuant to MLA Article 29, 2017-2018 "Total Compensation"  
9 agreement (document code 000U0516), and its successor agreement.

10 *Section 2.*

11 After the first six months of employment, employees will progress to the next salary step.  
12 Thereafter, step increases will occur on each January 1st until the employee reaches the top of the  
13 salary range.

14 *Section 3.* Employees who are at the top step of their salary range will be eligible for a merit  
15 increase of either 2.5% or 5% above the top step, at the County's discretion. Employees are eligible  
16 for the merit increase who have achieved a performance rating of "outstanding" (at least 4.34 on a  
17 scale of 1-5) in two consecutive years. An employee's performance rating and a decision to grant a  
18 merit increase is not subject to the grievance and arbitration provisions of this contract.

19 *Section 4.* An employee who is promoted to a position in a classification having a higher  
20 maximum salary shall be placed at the nearest step in the new salary range which provides the  
21 employee with at least a 5% increase above the employee's regular rate of pay.

22 *Section 5. Lead and Training Pay:* Employees assigned, in writing, by the division manager  
23 or his/her designee to train temporary employees and be responsible for their work product or to  
24 perform lead-worker duties over employees in the same classification, shall be compensated at a rate  
25 which is five percent (5%) greater than their regular rate for all time so assigned.

26 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

27 *Section 1.* The normal work week for employees shall consist of five consecutive work days  
28 not to exceed eight hours in a nine hour period. The parties agree that alternative work schedules

1 may be established that are mutually agreed between the employee and his or her immediate  
2 supervisor.

3 **Section 2.** Employees shall be compensated at the rate of time and one-half for all hours  
4 worked in excess of their scheduled work shift, or in excess of forty hours in one workweek, or work  
5 on a holiday (as defined by Article 7, Section 1) or a regularly scheduled day off. Overtime may be  
6 paid as compensatory time at the rate of time and one-half, if requested by the employee and  
7 approved by the employee's immediate supervisor.

8 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

9 Pursuant to MLA Art. 25.

10 **ARTICLE 11: MISCELLANEOUS**

11 **Section 1. Classification Specifications:** The County shall furnish the Union with specific  
12 classification specifications for classifications in the bargaining unit descriptive of the function, scope  
13 and complexity of the position and the knowledge, abilities and qualifications for the position. The  
14 County and the Union shall meet to review proposed modifications and revisions to said  
15 specifications and will negotiate impacts prior to implementation.

16 **Section 2. Clothing and Safety Equipment:** The County will continue to provide all articles  
17 of clothing and equipment required for safety and/or identification, according to current practice.

18 **Section 3. Training Programs Release Time:** The County may provide employees with  
19 release time to attend training programs that will be beneficial to their job performance. Notice of all  
20 such training opportunities which management deems appropriate will be made available to all  
21 employees in writing. If the County requires attendance at such training programs, the County will  
22 pay the expenses incurred.

23 **Section 4. Bus Passes:** The County will provide all regular employees with bus passes at no  
24 cost in accordance with current practice and County ordinance. Further, any member of the  
25 bargaining unit who was entitled to a retiree bus pass prior to the January 1, 1996 merger with King  
26 County shall continue to be eligible for a retiree bus pass.

27 **Section 5. Alternative Work Schedules:** Alternative work schedules may be established in  
28 accordance with Executive Policy PER 18-1, May 28, 1990, RE: Alternative Work Schedules.

1 When a supervisor establishes a schedule change or determines how to respond to an employee's  
2 request for an alternative work schedule, he/she must consider the employee's childcare and other  
3 family and transportation needs in making the decision. Management will meet one-on-one with  
4 each employee requesting a flex schedule in order to understand the employee's need for a flex  
5 schedule. A minimum of thirty (30) days' written notice to the employee must be given for a change  
6 in work schedule unless mutually agreed between the parties.

7 The parties recognize the importance of regularly reporting to the assigned work site for the  
8 purposes of accomplishing work. However, an employee may occasionally request, and a supervisor  
9 may occasionally approve, an alternative telecommuting work schedule for a limited period of time  
10 for the purpose of accommodating and balancing the individual needs of an employee and the  
11 business needs of the organization. Additionally, employees are covered by the King County  
12 Telecommuting Policy (PER- 18.4 (AEP)), and any amendments thereto.

13 **Section 6. Training:** The County recognizes the benefit of training and will provide  
14 information and access to training opportunities for employees, within budgeted appropriations. The  
15 decision to provide training opportunities will be based upon, but not limited by, the overall  
16 objectives of encouraging and motivating employees to improve their work performance.

17 An employee enrolled in a degree program that the County determines to be job-related may  
18 be eligible to receive reimbursement from the County for up to 50% of this program.

19 An employee who takes individual classes or courses that the County determines to be job-  
20 related may be eligible to receive reimbursement from the County for up to 100% of class fees or  
21 course fees. The decision to provide any reimbursement or initial course approval is solely based  
22 upon the County's discretion and is subject to financial constraints.

23 **Section 7.** For the duration of this contract, the County will continue to provide all safety-  
24 related equipment that is currently provided and/or required by law, including furniture and  
25 equipment designed to reduce the risk of injuries associated with positions in this bargaining unit.

26 **Section 8. Lateral Transfers:** Prior to the initiation of any competitive process to fill a  
27 vacant bargaining unit position, regular employees of the bargaining unit holding the same  
28 classification as that of the vacant position shall be given the opportunity to make a lateral transfer to



1 the vacant position. This provision does not apply to Term-Limited Temporary (TLT) employees.

2 Such lateral transfers shall be accomplished pursuant to the following procedure:

3           A. Notification of the vacancy shall be provided to all regular bargaining unit  
4 employees whose classification is the same as that of the vacant position and thus eligible for lateral  
5 transfer considerations. Employees are presumed qualified to laterally transfer and shall not be  
6 required to complete skills or other testing.

7           B. Eligible regular employees expressing interest in a lateral transfer shall be  
8 interviewed by the manager/designee.

9           C. Prior to initiating a competitive hiring process, King County will consider offering  
10 the position as a special duty assignment to interested employees in the bargaining unit. If none of  
11 the interested eligible bargaining unit employees are selected for lateral transfer or special duty  
12 assignment opportunity, the position will be filled through the County's hiring processes.

13           D. Interested eligible regular employees who are not selected through the lateral  
14 transfer process or special duty assignment opportunity, may apply for the position during the  
15 competitive examination process.

16           E. A career service employee who transfers to a position within the employee's same  
17 classification, pay range and department or agency shall not be required to serve a probationary period  
18 unless the director of the human resources division or its successor, or the director's designee, makes a  
19 written finding, in advance of the transfer, that the essential functions of the new position are  
20 substantially different from those of the employee's previous position, taking into consideration: the  
21 specific duties of the position; the work setting; the skills, training, and experience needed; the level of  
22 available support and supervision; and any other factors the director or designee deems relevant.

23           **Section 9. Home Free Guarantee:** The County will operate a program to provide  
24 employees with a free ride home by taxi, if on a given day the employee has commuted to work by  
25 bus, carpool, vanpool, bike or walking on the day of the trip and has an emergency or works  
26 unanticipated overtime that day which requires the employee to leave work at other than the  
27 employee's regularly scheduled quit time. Determination of what constitutes a qualified emergency  
28 will be made at each worksite by the employee so designated by the County. Employees can exercise

1 their home free guarantee a maximum of eight (8) times per calendar year.

2 **Section 10. Meals in Declared Emergency:** In the event of a bona fide emergency which is  
3 declared by the King County Executive, an employee will receive the meal per diem or appropriate  
4 meal for any time in which that employee is required because of the emergency to remain at work in  
5 excess of twelve (12) consecutive hours or is required to work in excess of eight hours on a day the  
6 employee was not scheduled to work. Expense receipts are not required for reimbursement.

7 **Section 11. Accidental Death Benefit – Criminal Assault:** The County provides special  
8 coverage in the event of a felonious assault. The maximum benefits payable is \$50,000 for death,  
9 dismemberment, loss of sight, or permanent total disability, less any amount payable under a group  
10 life or accidental death and dismemberment policy.

11 **Section 12. Home visits to verify an illness:** If an employee is directed to visit another  
12 employee at home to verify an illness, the following will apply:

- 13 1. A minimum of two employees will be sent.
- 14 2. The employees will be provided functional communication equipment (cell phone,  
15 etc.).
- 16 3. A known itinerary will be established, so the supervisor will know if a home visit  
17 team is overdue.

18 **Section 13. Joint Labor Management Committee:** The County and the Union agree to  
19 establish a LMC for the purpose of discussing matters or concerns of either party. Grievances, unfair  
20 labor practices, law suits and disciplinary matters are not subjects for discussion for the LMC. The  
21 County and the Union also understand that the LMC is not a substitute for bargaining and has no  
22 authority to amend the contract. Meetings will be held as needed and may be called by either party.  
23 The party requesting the meeting will be responsible for coordinating the meeting. The Union and  
24 County will co-chair the meeting and will determine the appropriate participants, not to exceed four  
25 (4) for either party.

26 **Section 14. Additional job duties.**

- 27 1. When assigning recurring duties, King County will make every effort to distribute  
28 tasks and assignments equitably, based on its assessment of the knowledge, skills, abilities, capacity

1 and workload of individual employees.

2           2. The Union may, at any time prior to or following the assignment of additional  
3 recurring duties, contact King County to discuss the assignment of work with appropriate  
4 management representatives. Thereafter, where specific concerns by the Union over the assignment  
5 of recurring work by King County remain, the matter may be submitted for discussion at labor  
6 management.

7           3. It is the intent of this provision that management will provide employees with  
8 advance notice and discussion of any recurring duties which will be assigned to them.

9           *Section 15. Reimbursement for Personal Transportation.* Pursuant to MLA Art. 24.

10           *Section 16. Special Duty.* Pursuant to MLA Art. 15.

11           *Section 17. Work Out of Class.* Pursuant to MLA Art. 37.

12           *Section 18. Reclassification and Resulting Pay.* Pursuant to MLA Art. 14.

13 **ARTICLE 12: DISCIPLINE**

14           Discipline shall be pursuant to the MLA, Art. 27, except as modified below.

15           *Section 1. Personnel Records:* An employee may request, after a minimum of two years, to  
16 have records of written reprimands removed from the employee's personnel file. The County will  
17 consider the request if no related violations have occurred since the reprimand was issued. The  
18 employee has the right to have placed in his/her personnel file rebuttals to any written  
19 communications from County managers or supervisors. Employees may request to have included in  
20 the personnel file any written documentation that reflects favorably on the employee's conduct or  
21 work quality. Nothing in this section shall prevent the County and the Union from reaching a  
22 mutually acceptable agreement regarding the removal or revision of personnel records as the result of  
23 a grievance settlement.

24 **ARTICLE 13: PERFORMANCE APPRAISALS AND MEMOS**

25           Each Employee will receive performance memos and appraisals at least annually.

26           The Employee may appeal a performance appraisal pursuant to the King County Personnel  
27 Guidelines. Performance appraisals or memos are not grievable.

1 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

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

3 ***Section 1. Alternate Dispute Resolution Procedures.***

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

9 ***Section 2. Non-Contractual Dispute Resolution and Mediation:*** The intent of this section is  
10 to provide employees and supervisors with a dispute resolution process for issues for which the  
11 grievance and arbitration processes do not apply. An employee who has a non-contractual dispute is  
12 encouraged to exercise his/her rights to pursue dispute resolution and, if mutually agreed to, use  
13 mediation to resolve the dispute.

14 To initiate this process, the employee will request a dispute resolution meeting with his/her  
15 immediate supervisor. The employee and his/her supervisor will then meet in an attempt to resolve  
16 the dispute. The supervisor may provide the employee with a written summary of the meeting and  
17 outcome.

18 If the dispute remains unresolved, the employee and supervisor may mutually request  
19 mediation. The request for mediation will be made, in writing, to Transit Human Resources.  
20 Mediation will use the King County ADR Program and will be concluded, if practicable, within 30  
21 days of the request for mediation.

22 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

23 Neither the County nor the Union shall unlawfully discriminate against any individual with  
24 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
25 religion, national origin, sexual orientation, marital status, age, sex, ancestry, or disability.

26 **ARTICLE 16: SAVINGS CLAUSE**

27 Pursuant to MLA Art. 30.

1 **ARTICLE 17: EMPLOYEE RIGHTS**

2 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action  
3 unless said activities are detrimental to the employee’s work performance or the program of the  
4 agency.

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any  
6 employee for any reason, the employee shall be apprised of his/her rights of appeal and  
7 representation as provided for in Article 14 (Dispute Resolution Procedures) of this Agreement.

8 **Section 3.** No employee shall be disciplined or discharged except in accordance with  
9 Article 12, “Discipline” or Article 13, “Performance Appraisals And Memos.” All investigations  
10 related to disciplinary matters will be conducted in a timely manner.

11 **Section 4.** The employee and/or representative may examine the employee’s personnel file(s)  
12 if the employee so authorizes in writing. Material placed into the employee’s files(s) relating to job  
13 performance or personal character shall be brought to his or her attention. The employee may  
14 challenge the propriety of including it in the file(s). The employee shall have the right to insert  
15 documentation into the file(s), providing such documentation is relevant to the challenge.  
16 Unauthorized persons shall not have access to employee files or other personal data relating to their  
17 employment.

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

24 **Section 6. Defense and Indemnification:** In accordance with KCC Chapter 4.13, whenever  
25 an employee is named as a defendant in a civil or criminal action arising out of the performance of  
26 the employee’s duties and is acting within the scope of employment, the County shall, at the written  
27 request of the employee, furnish counsel (or, solely at the County’s discretion, reimburse the  
28 employee the cost of their private counsel) to represent the employee to a final determination of the

1 action, without cost to the employee. To have the benefit of such legal representation and  
2 indemnification, the employee must have acted in good faith, with no reasonable cause to believe  
3 such conduct was unlawful, and within the scope of their county employment. All questions as to  
4 whether the employee is entitled to indemnification shall be decided by the chief civil deputy  
5 prosecuting attorney in accordance with KCC 4.13.020(B).

6 **ARTICLE 18: UNION REPRESENTATION**

7 *Section 1.* Authorized representatives of the Union may, after notifying the County official in  
8 charge, visit the work location of employees covered by this Agreement at any reasonable time for  
9 the purpose of investigating grievances, and to conduct union business that is directly related to the  
10 administration of this agreement.

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

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

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

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

27 *Section 5. Use of County Bulletin Boards and Electronic Devices.* Pursuant to MLA Art.  
28 23.

1 **ARTICLE 19: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

- 20            a. Discharge.
- 21            b. Suspension or other disciplinary action as may be applicable to such employee.

22 **ARTICLE 20: REDUCTION IN FORCE**

23        *Section 1. Layoff Process:*

24            1. When a reduction in force is anticipated for career service positions, the County  
25 and Union will meet and jointly endeavor to find ways to minimize or eliminate the actual reduction  
26 of positions. The County and the Union will jointly endeavor to find ways to minimize or eliminate  
27 the number of employees who must be laid off (for example: reassign employees to vacant positions,  
28 locate temporary placement in other departments, encourage leaves of absence, or allow job-sharing,

1 etc.)

2                   2. When the elimination of a career service position will result in an employee being  
3 laid off, the employee will be placed in an available vacant position.

4                   3. An employee subject to layoff who is not placed in a vacant position may bump the  
5 least senior employee in the same classification within the Division. An employee subject to layoff,  
6 who cannot bump in the same classification and is not placed in a lower paid vacant position, may  
7 bump the least senior employee in a lower paid classification within the same classification series  
8 within the Division, provided the employee who elects to bump has more seniority.

9                   Employees who bump into a new position will serve a probationary period in the new  
10 position. If the employee does not successfully complete the probationary period, she/he is no longer  
11 able to exercise bumping rights. The employee will be referred to Career Support Services and be  
12 eligible for possible placement in another County position.

13                   **Section 2. Seniority:** Seniority shall be defined as the date when the employee first began  
14 working in a bargaining unit position currently covered or would have been covered by this  
15 Agreement. King County is responsible for providing the Union with accurate, pertinent, and timely  
16 information to assist the Union in identifying the seniority date. Failure to provide this information is  
17 grievable. All questions or issues pertaining to a member's seniority will be settled by the Union.  
18 The Union determined seniority date cannot be grieved.

19                   Time worked as a King County temporary, in an Administrative Support or Rideshare  
20 bargaining unit classification, shall be counted, provided there is no break in service, as determined  
21 by the Union. Seniority will be adjusted for all time in excess of thirty continuous days, when not in  
22 pay status.

23                   **Section 3. Notice:** When elimination of a position will result in an employee being laid off,  
24 the County will provide written notice to the Union and the affected employee at least 90 calendar  
25 days prior to the effective date of the layoff.

26                   **Section 4. Recall:**

27                   1. A career service employee who is laid off will have general recall rights to other  
28 vacant County positions, for a period of two years following the employee's layoff. In addition, the



1 employee will retain specific recall rights to the position from which he/she was laid off from for an  
2 additional one-year period following the end of the two-year general recall period. During the three-  
3 year specific recall period, the employee will retain specific recall rights to the position from which  
4 he/she was laid off regardless of whether the employee has accepted a different position within the  
5 County.

6           2. When the County is filling a bargaining unit position and there are laid-off  
7 employees who have held such positions within the previous five years, the position will be offered to  
8 such employees. If there is more than one employee in such a situation, the hiring authority will  
9 decide which employee will be offered the position.

10           3. When a laid-off employee applies for, or is referred to, a bargaining unit position  
11 and such employee is unsuccessful in obtaining the position, the employee will be provided with the  
12 rationale for his or her own non-selection, interview and test scores, and other documentation used to  
13 make the determination.

14           4. An employee who is recalled from layoff will have all unpaid sick leave balances  
15 restored.

16           **Section 5. Outplacement Services:** The County will contract with qualified firms to provide  
17 outplacement services for employees who have been notified of their impending layoff. Each  
18 affected employee will be allowed to access such outplacement services for a period of one year  
19 following receipt of his/her notice of layoff, or to a maximum expenditure of \$2,500, whichever  
20 comes first.

21           **Section 6. Term-Limited Temporary Employees:** The provisions of this Article do not apply  
22 to TLTs.

## 23 **ARTICLE 21: COMPLETE AGREEMENT**

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

1 specifically referred to or covered in this Agreement.

2           However, if the parties agree to bargain during the term of this Agreement, amendments and  
3 modifications may be made by the King County Executive/designee and the Union.

4 **ARTICLE 22: TERM-LIMITED TEMPORARY EMPLOYEES**

5           TLT employees shall be eligible for all of the rights, benefits, and responsibilities enumerated  
6 in this collective bargaining agreement, with the following exclusions. TLTs will not become Career  
7 Service employees following a probationary period. The employment of TLT employees is on an at-  
8 will basis. All terms and conditions of employment not addressed in this collective bargaining  
9 agreement are covered by the King County Code and King County Personnel Guidelines.

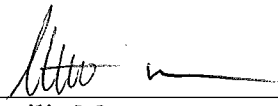
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1 **ARTICLE 23: DURATION**

2 Pursuant to MLA Art. 32.

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4 APPROVED this 15 day of MARCH, 2018.

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8 By: Dow Constant  
9 King County Executive

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15 \_\_\_\_\_  
16 Cecilia Mena  
17 Union Representative  
18 Professional and Technical Employees, Local 17  
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cba Code: 047

**Addendum A**  
**Professional and Technical Employees, Local 17**  
**Transit Administrative Support**  
**Wages Rates for 2018**

Union Code: C2

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range on the King County Squared Table Steps 2, 4, 6, 8, 10</b>
4201600	421601	Transit Administrative Support Specialist I	35
4201700	421701	Transit Administrative Support Specialist II	39
4201800	421801	Transit Administrative Support Specialist III	43
2151100	207110	Payroll Specialist	44
2281000	228200	Transit Warranty Claims Analyst	46
4101100	411107	Fiscal Specialist I	34
4101200	411207	Fiscal Specialist II	40
4101300	411314	Fiscal Specialist III	44
4322100	435101	Transit Customer Service Specialist	42