AGREEMENT BETWEEN

KING COUNTY

AND

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL 17

TRANSIT CHIEFS

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Preamble

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

Purpose

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

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

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

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

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

ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION

Section 1. Union Recognition

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

Section 2. Union Membership

A. It is a condition of employment that, within 30 days of the effective date of this Agreement, all Employees covered by this Agreement will become and remain members in good

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

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

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

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

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

Section 3. Union Dues Deduction

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. Union Postings

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

Section 7. 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 8. 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-performance.

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

B. Discipline

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

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

ARTICLE 6: DISCIPLINE

A. Employees may be disciplined for just cause.

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

C. Probationary employees are at-will employees.

ARTICLE 7: DISPUTE RESOLUTION PROCEDURES

Section 1. Purpose

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

Section 2. Time limits

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

Section 3. Employee Responsibility

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

Section 4. Non-Contractual Dispute Resolution and Mediation

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

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

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

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

Section 5. Contractual Disputes

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

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

C. Step One:

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

(a) Description of the action or alleged action which is being grieved.

(b) A copy of the Pre-grievance dispute resolution summary, if issued.

(c) Identification of the provision of this Agreement, which has been violated.

(d) The remedy being sought.

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

D. Step Two:

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

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

E. Mediation:

1) For disputes regarding the discipline of an Employee other than a suspension, demotion or discharge, Mediation is the next and final dispute resolution step. All non-disciplinary disputes and disputes regarding the suspension, demotion or discharge of an Employee may be taken to Mediation with an additional review available through arbitration, or they may be taken directly to arbitration.

2) Should the parties agree that the next appropriate step for the grievance is mediation; the Union may submit a request for mediation to Transit Human Resources. Transit Human Resources must receive such request within 20 days of receipt of the Step Two response or, if no timely response was issued, within 20 days from the date the response was due. The process will use a mutually acceptable mediator(s) and will conclude within 30 days of the agreement to pursue Grievance Mediation.

F. Arbitration:

1) All non-disciplinary disputes and disputes regarding the suspension, demotion or discharge of an Employee may be taken to arbitration if the Step Two decision is not satisfactory or not timely issued, or if the mediator is unsuccessful at resolving the dispute. To initiate the Arbitration process, the Union must submit a request for arbitration to Transit Human Resources. The request for arbitration must be received by Transit Human Resources within 20 days

of receipt of the Step Two response or, if no timely response was issued, within 20 days from the date the response was due, or, if mediation was attempted, 20 days from the date of the mediation. The County and the Union will select an impartial third party to serve as arbitrator. In the event the parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list provided by the Federal Mediation and Conciliation Services (FMCS) through a mutually acceptable process.

2) The power and authority of the arbitrator will be strictly limited to determining the meaning and interpretation of this Agreement. The arbitrator will not have the authority to modify this Agreement, nor to limit or impair any common law right of the County or the Union. The arbitrator's decision will be in accordance with federal and state laws and will be final and binding on all parties.

3) The expense of the arbitration will be borne equally by the County and the Union. The County and the Union will each bear their own expense (including attorney fees) for the preparation and presentation of the arbitration regardless of the outcome of the case.

Section 6. Unfair Labor Practices

The parties agree that 30 days prior to filing an unfair labor practice (ULP) complaint with the Public Employment Relations Commission (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 (TRO) as relief for the alleged ULP. The complaining party seeking a TRO will give the other party at least 24 hours notice and promptly serve a copy of all written material on the other party prior to the TRO hearing.

ARTICLE 8: HOLIDAYS

Section 1. Approved Holidays

All Employees, except temporary Employees, will be granted the following designated holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two Personal Holidays	

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

Section 2. Personal Holidays

Eight hours of holiday time will be credited to each Employee's holiday accrual bank on October 1 and on November 1 of each year.

Section 3. Work on a Holiday

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

Section 4. Regular Day Off on a Holiday

When a designated holiday occurs on an Employee's regular day off, eight hours of holiday

time will be added to the Employee's holiday accrual bank.

Section 5. Holiday Accrual Bank

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

Section 6. Holiday Cash-out

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

ARTICLE 9: VACATIONS

Section 1. Accrual Rates

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

Completed Years of Active Service	Equivalent Annual Vacation Credit (days)
0-4	12
5-7	15
8-9	16
10-15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25 and above	30

Section 2. Vacation Accrual Date

Each Employee will accrue vacation each biweekly pay period, based on County seniority.

County seniority is defined as completed years of service with King County and its predecessor organizations including Metro, the City of Seattle and Metropolitan Transit.

Section 3. Work while on Vacation

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

Section 4. Disposition of Accrual

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

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

Section 5. Maximum Accrual

The maximum vacation which an Employee may have in his/her vacation balance on the last day of the payroll year is 480 hours. An Employee's appointing authority may approve a temporary carryover of excess vacation leave. At the time of separation, no Employee will be paid for more than 480 hours.

Section 6. Cancellation of Vacation Due to Emergency

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

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

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

3. The Employee and his/her supervisor in good faith, attempt, but fail, to reschedule

and implement the cancelled vacation by the end of the payroll year.

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

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

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

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

Section 1. Accrual Rate

A. Each Employee will accrue sick leave at the rate of 0.0460 hours for each hour on regular pay status, commencing with the first day of employment.

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

Section 2. Use of Other Accrued Leave

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

Section 3. Authorized Uses

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

Section 4. Disposition of Accrual

A. Separation from King County employment, except by retirement or death, will cancel all sick leave currently accrued to the Employee. Should an Employee resign in good standing, or be laid off, and return to the County within three years, his/her accrued sick leave will be restored.

B. An Employee who has at least five years of service and retires as a result of length

of service, or who terminates by reason of death, will receive (or the Employee's estate will receive) a cash payment equal to 35% of the Employee's accrued sick leave multiplied by the Employee's salary rate in effect on the date of separation or termination.

Section 5. VEBA

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

ARTICLE 11: OTHER LEAVE BENEFITS

Section 1. Bereavement Leave

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

Section 2. Union Leave

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

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

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

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

Section 4. Other Leaves

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

ARTICLE 12: WAGES

Section 1. Wage Rates

Effective September 1, 2011, the wage rates for Employees in the bargaining unit will be as set forth in Addendum A, attached to this Agreement.

Section 2. Wage Progression

A. If a current County Employee is hired into a bargaining unit position, that Employee will be placed at a step which provides a minimum five percent increase over the Employee's former salary, not to exceed the established top step. A Chief's initial placement onto a

step on the salary schedule shall not be less than that which the employee could earn as an acting Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted Employee at a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines.

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

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

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

1) The Employee has received a performance rating of 4.34 or higher on a scale of 5 for two or more consecutive years, or

the Employee is currently receiving a merit pay step above the top step, and continues to receive a rating of 4.34 or higher on a scale of 5 on an annual basis.

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

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

Section 3. Cost of Living Adjustment (COLA)

A. 2012 Wage Rate. Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling. This amount shall then be reduced by 0.3%. This amount is known to be 1.33%.

B. 2013 Wage Rate. Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling. This amount shall then be reduced by 1.0%.

C. 2014 Wage Rate. Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling. This amount shall then be reduced by 0.7%. This reduction is designed to place the Employees on Range 68 of the King County Squared Table effective January 1, 2014.

Section 4. Acting Assignments - Salary Credit

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

ARTICLE 13: BENEFITS

Section 1. Insurance Benefits

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

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

C. Full benefit coverage, as defined by the Joint Labor Management Insurance

Committee, will be provided to all regular part-time (half-time or more) and regular full-time Employees.

Section 2. Insurance Benefits for Retirees

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

Section 3. Transit Passes

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

Section 4. 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, provided annually in a separate check not later than March of each year in the amount of $220.

C. 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 5. 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 6. 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 may be revoked at any time. The Employee may also choose to return to the standard work schedule at any time.

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

Section 2. Work Outside of Classification

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

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

Section 3. Shift and Worksite Assignments

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

Section 4. Vehicle Maintenance Chief Assignments

A. The County has the right to remove a chief from his/her current shift and place him/her on a different shift when there are documented performance deficiencies which specifically indicate that the chief is not satisfactorily performing the duties of the shift and has not been able to bring his/her performance up to a satisfactory level within a reasonable amount of time. The County

will assist the chief in his/her effort to remedy the performance deficiencies by providing training, as appropriate, and clearly defined performance criteria.

B. Filling temporary chief vacancies in Vehicle Maintenance:

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

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

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

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

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

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

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

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

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

Training.

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

3) The County will give first consideration, in seniority order, to vehicle maintenance chiefs who have applied for the open position. Nevertheless, when filling a vacancy for a position listed in paragraph 1 above, the decision of who to hire is vested solely with the County, and the selection decision is not grievable.

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

Section 5. Rail Operations Chief Assignments

It is the intent of the parties that Employees will:

1) Not have less than 60 hours off during their regular days off.

2) Not have less than eight hours off between shifts.

3) Not be required to work more than sixteen hours.

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

ARTICLE 15: SUBCONTRACTING

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

ARTICLE 16: LAYOFF AND RECALL

Section 1. Layoff Process

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

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

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

Section 2. Notice

When the elimination of a position will result in an Employee being laid off, the County will 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

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

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 years, the position will be offered to such Employees. If there is more than one Employee in such situation, the hiring authority will decide which Employee will be offered the position.

C. When a laid-off Employee applies for, or is referred to, a bargaining unit position

and such Employee is unsuccessful in obtaining the position, the Employee will be provided with the rationale for non-selection, interview and test scores, and any other documentation used to make the determination.

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

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

Section 4. Outplacement Services

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

Section 5. Layoff Seniority

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

B. An Employee who has obtained permanent status in any bargaining unit classification and who accepts a position in King County outside of the bargaining unit shall retain 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 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 Employer/Retail Products
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 & Facilities
Coordinator of Facilities Security
Chief of Rider Information
Coordinator, Operations Planning
Chief of Streetcar

* Part of composite Chief of Vehicle Maintenance Layoff Group.

ARTICLE 17: TRAINING

Section 1. Training Opportunities

The County recognizes the benefit of training and will provide information and access to training opportunities for Employees, within budgeted appropriations. 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.

Section 2. Reimbursement for Training Expenses

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.

ARTICLE 18: DRUG FREE WORK PLACE

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

ARTICLE 19: RIGHTS OF MANAGEMENT

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

ARTICLE 20: LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 21: WORK CONTINUATION

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

ARTICLE 22: SAVINGS, SUBORDINATION, WAIVER AND REOPENER

Section 1. Savings and Subordination

Should any part or provision of this Agreement be rendered or declared invalid because of an existing or subsequently enacted state or federal legislation or by any decree of a court of competent jurisdiction, the County and Union agree, upon notification of invalidation, to meet and negotiate those parts or provisions which are affected. The invalidation of any part of this Agreement will not, however, invalidate the remaining parts or provisions of the Agreement, which will remain in full force and effect.

Section 2. Waiver

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. 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 23: DURATION AND MODIFICATIONS

Section 1. Effective Date

This Agreement shall be effective upon conclusion of the approval process by King County Council and shall cover the period September 1, 2011 through August 31, 2014.

Section 2. Modification

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

Section 3. Negotiations for Succeeding Agreement

Negotiations for the succeeding Agreement may be initiated by either party providing to the other written notice of its intention to do so.

APPROVED this 8 day of OCTOBER, 2012.

By: _____
King County Executive

For Professional and Technical Employees, Local 17:

_____
Joseph L. McGee
Executive Director, PTE, Local 17

_____
Whitney Hupf
Union Representative, PTE, Local 17

_____
Donald Brewer
Employee Representative

_____
James Dunn
Employee Representative

_____
John Marcell
Employee Representative

_____
Barry Samet
Employee Representative

cba Code: 042 Union Code(s): C3

ADDENDUM A

Professional and Technical Employees

Local 17

Transit Division – Chiefs

Effective September 1, 2011

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
8701100	871401	Transit Chief	$85,222	$89,362	$93,703	$98,254	$103,027
8702100	871411	Transit Chief - Power	$94,597	$99,192	$104,010	$109,062	$114,360
2221400	222801	Marketing & Sales Specialist IV	$85,222	$89,362	$93,703	$98,254	$103,027
2230400	223602	Customer Services Supervisor	$85,222	$89,362	$93,703	$98,254	$103,027
2815100	283201	Rideshare Operations Chief	$85,222	$89,362	$93,703	$98,254	$103,027
5221100	522801	Transit Security Coordinator	$85,222	$89,362	$93,703	$98,254	$103,027
8309100	834302	Radio Maintenance Chief	$85,222	$89,362	$93,703	$98,254	$103,027