AGREEMENT

BY AND BETWEEN

KING COUNTY AND THE

PROFESSIONAL AND TECHNICAL EMPLOYEES,

LOCAL 17 - PROFESSIONAL & TECHNICAL (INTEREST ARBITRATION)

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ARTICLE 1: PURPOSE

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

Section 7. An employee elected or appointed to office in a local of the Union which requires a part or all of his/her time shall be given leave of absence without pay upon application.

ARTICLE 3: RIGHTS OF MANAGEMENT

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

ARTICLE 4: HOLIDAYS

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

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

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

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

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

Section 4. An employee must be in a pay status either the employee's scheduled working day before or the employee's scheduled working day after a holiday in order to receive holiday pay. An

employee leaving County employment the day prior to the holiday shall not receive holiday pay; provided, however, that an employee who has successfully completed at least five (5) years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Section 5.

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

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

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

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

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

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

ARTICLE 5: VACATION

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Employees eligible for leave shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six (6) months of County service. Payment shall be the accrued vacation leave multiplied by the

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

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

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

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

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

Donated vacation is excluded from vacation payoff provisions.

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

ARTICLE 6: SICK LEAVE

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

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

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

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

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

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

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

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

C. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick leave prior to taking an unpaid leave of absence for such disability;

D. Employee exposure to contagious diseases and resulting quarantine;

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

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

1. The child is under the age of eighteen;

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

parentis to the child;

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

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

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

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

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

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

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

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

receiving monetary or any other compensation in exchange for donating sick leave hours.

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

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

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

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

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

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

Section 10. Separation from King County employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the County within two years, accrued sick leave shall be restored.

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

All payments shall be made in cash, based on the employee's hourly rate of pay, and there

shall be no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County health insurance at the COBRA rates.

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

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

ARTICLE 7: BEREAVEMENT LEAVE

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

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

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

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

ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 1. Rates of pay

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

Section 2. Wage increases

The following wage increases shall be granted on January 1, 2013 and January 1, 2014:

A. 2013 COLA

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 is known to be 3.09%

B. 2014 COLA

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.

C. The parties agree to meet prior to July 1, 2014, for the purpose of reopening items in this Agreement identified and agreed to by King County and the King County Coalition of Unions on the subject of total compensation.

D. The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

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

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

performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

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

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

ARTICLE 9: HOURS OF WORK AND OVERTIME

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

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

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

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

will receive an on-call premium for all time assigned on call according to the following schedule:

- July 1, 2012 through June 30, 2013: 5.5% of base hourly wage.
- July 1, 2013 through June 30, 2014: 5.5% of base hourly wage.
- July 1, 2014 through June 30, 2015: 6.0% of base hourly wage.

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

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

Section 6. Alternative work schedules and telecommuting schedules may be established in accordance with Executive Policy (http://www.kingcounty.gov/operations/policies.aspx). When a supervisor establishes a schedule change or determines how to respond to an Employee request for an alternative work schedule, he/she must consider the Employee's childcare and other family and transportation needs in making the decision. If the employee does not agree with the supervisor's work schedule decision, she/he may request in writing a review by the section manager. The section manager's decision is final and not grievable. If an alternative work schedule is established, the compensation provisions of Sections 2 and 3 of this Article, related to FLSA-eligible and FLSA-exempt Employees remain applicable.

Section 7. The nature of the work of many employees represented by this Agreement sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees. Therefore, each FLSA-exempt employee will be granted a minimum of three (3) days of executive leave annually. In addition to the base number of days of executive leave granted above, an FLSA-exempt employee may be granted up to seven (7) additional days of executive leave when authorized in writing by his/her immediate supervisor, in recognition of the additional on-call time, excess work and/or performance expectations required by his/her specific position. Executive leave must be used

in the payroll year it was granted and cannot be carried into the next payroll year or cashed-out.

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

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

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

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

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

ARTICLE 11: TRAINING/REIMBURSEMENTS/LMC/BUS PASSES

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

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

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

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

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

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

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

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

Section 7. The County and the Union agree to establish a joint labor-management committee (LMC) for the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices, law suits and disciplinary matters are not subjects for discussion for the LMC. The County and the Union also understand that the LMC is not a substitute for bargaining and has no authority to

amend the contract. Meetings will be held as needed and may be called by either party. The party requesting the meeting will be responsible for coordinating the meeting. The Union and County will co-chair the meeting and will determine the appropriate participants, not to exceed four (4) for either party.

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

ARTICLE 12: HIRING AND PROBATION

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

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

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

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

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

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

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

ARTICLE 13: DISCIPLINE

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

Section 2. The off-duty activities of employees shall not be cause for disciplinary action

unless said activities are detrimental to the employee's work performance or the program of the agency.

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

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

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

ARTICLE 14: PERFORMANCE APPRAISALS AND MEMOS

Each Employee will receive performance memos and appraisals as needed, but at least once per year if the employee is at or above top step.

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

ARTICLE 15: DISPUTE RESOLUTION PROCEDURES

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

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

A. Definition.

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

B. Procedure.

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

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

Step 3. If after thorough evaluation, the decision of the Section Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Division Manager. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Division Manager. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within fifteen (15) working days. The Division Manager's final pre-arbitration response shall have the concurrence of the Director of the King County Office of Labor Relations (OLR). If the matter is not resolved, OLR will be the Union's contact thereafter in this process. If the grievance is not pursued to the next level within thirty (30) working days, it shall be presumed resolved.

Step 4. If within thirty (30) working days of the date of response provided in

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

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

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

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

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

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

Section 2. Alternate Dispute Resolution Procedures.

A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would

otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair Labor Practice.

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

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

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

ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 17: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by

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

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

ARTICLE 19: WAIVER

Section 1. The parties acknowledge that each has had the unlimited right within the law and

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

ARTICLE 20: WORK OUTSIDE OF CLASSIFICATION

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

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

ARTICLE 21: UNION REPRESENTATION

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

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

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

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

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

ARTICLE 22: REDUCTION IN FORCE

Section 1. Pre-Layoff Process.

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

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

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

Section 3. Recall Rights.

A. All bargaining unit members who are laid off, whose hours of work are reduced

involuntarily or who accept a position with a lower pay range in lieu of layoff, shall be placed on the layoff recall list for two years in the County's Layoff/Recall Program from the date of layoff. In addition, the employee shall retain specific recall rights to the position from which she/he was laid off for an additional one (1) year following the end of the two (2) year general recall period. During the three (3) year specific recall period, the employee shall retain specific recall rights to the position from which s/he was laid off regardless of whether the employee has accepted a different position within the County. Refusal to accept re-employment in a position with a lower salary range or with fewer working hours than the employee held at the time of layoff shall not be cause for removal from the recall list.

B. When the County is filling a bargaining unit position and there are laid-off employees who have held such positions within the previous five (5) years, the employees shall be notified of the vacancy and be afforded an opportunity to apply for the vacant position. The notification requirement is fulfilled by sending such notification to the employee's last known address of record.

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

D. In Service Development, an employee shall retain two year specific recall rights to a vacancy that opens up in Subgroup B in the classification from which he/she was laid off.

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

Section 5. Seniority Defined.

A. Seniority shall be defined as the date when the employee first began working in a bargaining unit position currently covered or would have been covered by this Agreement. King County is responsible for providing the Union with accurate, pertinent, and timely information to

assist the Union in identifying the seniority date. Failure to provide this information is grieveable. All questions or issues pertaining to a member's seniority will be settled by the Union. The union determined seniority date cannot be grieved.

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

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

D. An Employee who is granted a voluntary leave of one (1) year or less or who resigns from County employment for education or professional development or is laid off and is rehired within two (2) years or less maintains their seniority date. However, if said employee is gone for more than the above allotted time, upon return to the bargaining unit, he/she will receive a new seniority date reflecting the date of hire.

E. Acting.

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

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

In Service Development: If a member of Subgroup B is laid off from Subgroup B, they will be offered the option of taking the layoff, or demoting to the position of the least senior employee in Subgroup A, provided that they meet the minimum qualifications for the position and are more senior than the employee holding the position in Subgroup B. If the demotion option is selected, the least senior employee in Subgroup A will be laid off.

Section 7. Layoffs shall be by least seniority within the following Layoff Groups by Subgroup or classification, whichever is applicable. When new job classifications are added to the unit, the Union and the County will meet to mutually determine the placement of each new classification into one of the existing layoff groups or to its own classification group.

In Service Development: If a member of Subgroup B is laid off from Subgroup B, they will be offered the option of taking the layoff, or demoting to the position of the least senior employee in Subgroup A, provided that they meet the minimum qualifications for the position and are more senior than the employee holding the position in Subgroup B. If the demotion option is selected, the least senior employee in Subgroup A will be laid off.

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

Section 7. Layoff Groups.

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

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

Drug & Alcohol Program
Layoff by Classification • Project Program Manager II

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

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

ARTICLE 23: CLASSIFICATION/RECLASSIFICATION

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

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

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

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

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

The parties are agreed that the mediator/arbitrator's role in this hearing will be to consider testimonial and documentary evidence presented by the County and the Union regarding the

employee's appropriate job classification. The mediator/arbitrator will make a determination as to whether the employee is correctly classified and, if not, the appropriate classification to which the employee should be assigned. The parties agree to be bound by the classification determination of the arbitrator/mediator.

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

ARTICLE 24: CONTRACTING OUT

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

ARTICLE 25: SCADA EMPLOYEES

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

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

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

ARTICLE 26: DURATION

This Agreement shall become effective upon the conclusion of the approval process by King County Council and cover the period July 1, 2012 through June 30, 2015.

Contract negotiations for the period beginning July 1, 2015 may be initiated by either party providing to the other written notice of its intention to do so prior to April 15, 2015. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this 16th day of July, 2013.

By: Rhonda L. Berry
King County Executive

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17:

Joseph L. McGee, Executive Director

Jacob Metzger, Union Representative

cba Code: 043

Union Code: C4

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

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2810000	281106	Administrative Staff Assistant	48
2810100	281207	Administrator I	50
2810200	281304	Administrator II	56
2810300	281404	Administrator III	63
2131100	214102	Business and Finance Officer I	53
2131200	214203	Business and Finance Officer II	58
2131300	214305	Business and Finance Officer III	62
2131400	214409	Business and Finance Officer IV	67
2214400	225003	Buyer - Lead Senior	64
2501100	252103	Communications Specialist I	51
2501200	252202	Communications Specialist II	54
2501300	252305	Communications Specialist III	58
2501400	252405	Communications Specialist IV	64
2230200	223401	Customer Services Coordinator	55
2230300	223501	Customer Services Coordinator - Lead	59
7303100	733103	Data Administrator	50
7319300	734304	Database Specialist - Senior	60
2251100	226203	Educator Consultant I	54
2251200	226305	Educator Consultant II	58
7112100	711104	Engineer I	54
7112200	711205	Engineer II	59
7112300	711307	Engineer III	64
7112400	711406	Engineer IV	69
7520100	752102	Environmental Scientist I	54
7520200	752203	Environmental Scientist II	59
7520300	752302	Environmental Scientist III	64
7520400	752401	Environmental Scientist IV	69
7304100	733303	Functional Analyst I	54

Addendum A

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

Job Class Code	PeopleSoft Job Code	Classification Title	Range
7304200	733405	Functional Analyst II	57
7304300	733502	Functional Analyst III	62
7304400	738102	Functional Analyst IV	67
7322200	735204	GIS Specialist - Journey	60
7331100	736304	IT Project Manager I	67
7331200	736404	IT Project Manager II	72
7323400	735804	IT Systems Specialist - Master	66
2444100	243801	Maintenance/Planner Scheduler	58
2221100	222502	Marketing and Sales Specialist I	51
2221200	222603	Marketing and Sales Specialist II	56
2221300	222702	Marketing and Sales Specialist III	58
2252100	226503	Occupational Education and Training Instructor	44
2252200	226604	Occupational Education and Training Coordinator	53
2252300	226702	Occupational Education and Training Program Administrator	58
2252400	226802	Occupational Education and Training Program Administrator - Senior	63
8202100	822101	Power Distribution Technical Assistant	59
2441100	243104	Project/Program Manager I	53
2441200	243207	Project/Program Manager II	58
2441300	243303	Project/Program Manager III	63
2441400	243403	Project/Program Manager IV	68
8311300	839102	Rail SCADA Systems Specialist	61
8311400	839202	Rail SCADA Systems Specialist - Senior	66
2814100	283101	Rideshare Services Representative	54
2334400	234403	Safety and Health Administrator IV	62
2502100	252602	Special Projects Manager I	68
2410100	240102	Transit Maintenance Analyst	67
2218100	228102	Transit Vehicle Procurement Administrator	67
2450100	245201	Transportation Compliance Administrator	68

Addendum A

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

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2421100	241602	Transportation Planner I	53
2421200	241704	Transportation Planner II	58
2421300	241804	Transportation Planner III	63
2421400	241905	Transportation Planner IV	68
6222100	656501	Van Pool Risk Specialist	59
7316300	734004	Website Developer - Senior	63

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

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

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

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

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

Memorandum of Agreement
By and Between
King County
and
Professional and Technical Employees, Local 17
Professional & Technical
Representing Employees in the
Department of Transportation, Transit Division

Subject: Standby Status for Customer Information Technological Resources and Solutions (CITRS) Group on Holidays

Background:

1. The Union represents employees who are assigned to the Customer Information Technological Resources and Solutions (CITRS) group in Metro's Sales & Customer Services Section. The employees are members of the Transit Professional & Technical bargaining unit [043].

2. There are presently seven Functional Analyst III's and one Functional Analyst IV in the CITRS group. During emergencies, two other Functional Analysts join the group. This agreement only applies to employees who are assigned to the CITRS group or are brought in to the group during emergencies.

3. During emergencies, it is the responsibility of the CITRS group to provide updates about transit service disruptions to the public. The CITRS group previously did not work on holidays, meaning that if there were service disruptions on a major scale on holidays, King County could not disseminate comprehensive information about these service disruptions to the public over the internet, social media, text messaging, or other means.

4. In 2010, King County announced that it would require all members of the CITRS group to be placed on standby status during all ten scheduled holidays. King County instructed all employees in the CITRS group that they would be expected to stay within two hours of returning to work on all ten holidays. The Union demanded to bargain this change to employees' hours.

5. A snow emergency or comparable emergency is a 24-hour situation which requires the entire CITRS group to be available to work. The CITRS group cannot provide updates to the public during an emergency with a skeleton staff; an emergency requires "all hands on deck" staffing.

6. The CITRS group is unique from other work groups in the County in that the entire work group must be placed on standby status during all holidays, with a two-hour callback requirement.

7. Due to the extraordinary demands placed upon the CITRS work group, the parties have negotiated the following agreement.

Agreement:

1. Article 4, Section 1 of the collective bargaining agreement does not apply to the CITRS group.

2. In place of Article 4, Section 1, the following shall apply to the CITRS group:

Section 1.A. Employees eligible for leave benefits shall be placed on standby status on the following days:

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

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

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

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

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

3. This agreement is retroactive to June 30, 2012.

4. This agreement shall expire on June 30, 2015, concurrently with the collective bargaining agreement.

5. The parties agree that this agreement is unique to the CITRS group due to the unique situation where every member of the work group, with limited exceptions, is placed on standby status for all ten holidays.

APPROVED this 16th day of July, 2013.

By: Rhonda L. Berry
King County Executive

PROFESSIONAL AND TECHNICAL EMPLOYEES,
LOCAL 17:

Joseph L. McGee, Executive Director

Jacob Metzger, Union Representative