Agreement between
King County
and
Professional and Technical Employees, Local 17
Transit Supervisors
March 1, 2011 to February 28, 2014

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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. Provided that unless otherwise required to do so, non-Local 17 employees working in an acting capacity shall not have to pay union dues until after ninety (90) days.

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.

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.

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

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 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 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. An Employee may be disciplined for just cause. Discipline may include, but is not limited to, verbal or written reprimands, delayed salary step increases (except those delays caused by performance improvement plans), demotion, suspension without pay and/or discharge of the Employee.

B. Prior to any disciplinary action being taken, an investigation will be conducted. The Employee will be advised of the basis for any disciplinary action and given the opportunity to respond prior to the implementation of the discipline. The type and severity of disciplinary action will be

consistent with the nature and severity of the behavior that led to the disciplinary action. In determining appropriate disciplinary action, the County will also consider mitigating circumstances, which may include the Employee's work record. Probationary employees are not subject to the definitions or processes in this Article.

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 Transit General 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/designee of the Office of Labor Relations of the King County Executive Office.

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. Such request 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. 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 as relief for the alleged ULP.

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. Holiday Accrual Bank

An Employee may accrue up to 40 hours of holiday time, including personal holidays. If an Employee already has a balance of 40 hours of holiday time, no additional holiday time will accrue.

Section 5. 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:

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

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.

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 and applicable 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 currently classified as 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. The yearly executive leave accrual will appear on the Employee's first pay check 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 laws.

ARTICLE 12: WAGES

Section 1. Wage Rates

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. 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 2005 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)

COLA increases, if any, will be effective on January 1 of each year.

There shall be no 2011 Cost of Living pay adjustment.

In subsequent years, the parties agree that wages will be increased by percentage amounts shown below:

A. 2012 COLA

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 is known to be 1.63%.

B. 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.

C. 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.

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 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.

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 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. 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.

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. However, if the temporary assignment extends beyond 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: An Employee who is assigned to a temporary upgrade will be paid in accordance with Article 12, Section 5 of this agreement.

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.

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. As of November 1, 2009, an employee who comes into this bargaining unit will have his or her seniority date established as the date he/she becomes a member of this bargaining unit. 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. Seniority dates for current employees shall be determined by the parties periodically and memorialized in a side letter.

C. 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.

D. 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
Transit Supervisor - Accessible Services
Transit Superintendent - Base Operations
Transit Supervisor - Commute Trip Reduction
Transit Supervisor - Customer Services
Transit Superintendent - Facilities Maintenance
Transit Superintendent - Fleet Engineering
Transit Superintendent - Operations Training
Transit Superintendent - Power
Transit Supervisor - Rideshare Operations
Transit Superintendent - Operations Control Center
Transit Supervisor - Marketing & Service Information
Transit Superintendent - Planning & Technical Support
Transit Superintendent - Service Quality
Transit Supervisor - Systems Development & Operations
Transit Superintendent - Vehicle Procurement
Transit Supervisor - Safety
Transit Superintendent - Vehicle Maintenance
Transit Superintendent - Rail Control Center
Transit Superintendent - Rail Operations
Transit Superintendent - Rail Vehicle Maintenance
Transit Superintendent - Rail Way, Power, & Signal
Transit Supervisor - Market Development
Transit Supervisor - Research & Management Information
Transit Supervisor - Scheduling
Transit Supervisor - Route Facilities
Transit Supervisor - Service Planning
Transit Supervisor - Long Range Planning & Performance Management

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 the 2005 King County Personnel Guidelines and other directives, policies and ordinances, as appropriate.

ARTICLE 20: LABOR MANAGEMENT RELATIONS 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 Business 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.

Section 3. 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 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 March 1, 2011 through February 28, 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. At the discretion of the Union the parties will conduct negotiations on a successor agreement concurrently with negotiations on the Transit Chiefs [042] bargaining unit's successor agreement regardless of the different expiration dates.

APPROVED this 18th day of JULY, 2012.

By: Dow Constantine
King County Executive

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director, PTE, Local 17

Jeff Wamsley
Member Negotiating Team

Whitney Hupf
Union Representative, PTE Local 17

Jon Bez
Member Negotiating Team

George Stites
Member Negotiating Team

cba Code: 044 **Addendum A** Union Code: C5

Professional and Technical Employees
Local 17
Transit Division - Supervisors

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8712000	873101	Transit Superintendent - Base Operations	72	1-2-3-4-5 *
8712010	873110	Transit Superintendent - Control Center	72	1-2-3-4-5 *
8712020	873180	Transit Superintendent - Facilities Maintenance	72	1-2-3-4-5 *
8712030	873190	Transit Superintendent - Fleet Engineering	72	1-2-3-4-5 *
8712040	873120	Transit Superintendent - Operations Training	72	1-2-3-4-5 *
8712050	873130	Transit Superintendent - Planning and Technical Support	72	1-2-3-4-5 *
8712060	873140	Transit Superintendent - Power	72 + 11%	1-2-3-4-5 *
8712090	873150	Transit Superintendent - Vehicle Procurement	72	1-2-3-4-5 *
8712200	873310	Transit Superintendent - Rail Operations	72	1-2-3-4-5 *
8712210	873320	Transit Superintendent - Rail Vehicle Maintenance	72	1-2-3-4-5 *
8712220	873330	Transit Superintendent - Rail Way, Power and Signal	72 + 11%	1-2-3-4-5 *
8712070	873160	Transit Superintendent - Service Quality	72	1-2-3-4-5 *
8712080	873170	Transit Superintendent - Vehicle Maintenance	72	1-2-3-4-5 *
8711000	871520	Transit Supervisor - Accessible Services	72	1-2-3-4-5 *
8711010	871530	Transit Supervisor - Commute Trip Reduction	72	1-2-3-4-5 *
8711020	871540	Transit Supervisor - Customer Services	72	1-2-3-4-5 *
8711030	871550	Transit Supervisor - Marketing and Service Information	72	1-2-3-4-5 *
8711040	871560	Transit Supervisor - Rideshare Operations	72	1-2-3-4-5 *
8711050	871570	Transit Supervisor - Safety	72	1-2-3-4-5 *
8711060	871580	Transit Supervisor - Service Development	72	1-2-3-4-5 *
8711070	871590	Transit Supervisor - Systems Development and Operations	75	1-2-3-4-5 *
*	These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule			