Agreement between
King County
and
Professional and Technical Employees, Local 17
Transit Supervisors and Superintendents
March 1, 2014 to December 31, 2016
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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 in the pay-period that includes the first day of October and eight hours of holiday time will be credited to each Employee's holiday accrual bank in the pay-period that includes the first day of November 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. 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. 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 .04616 hours for each hour on regular pay status. Employees shall accrue sick leave from their date of hire in a leave eligible position.

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. Total Compensation Agreement

Upon full ratification of the Memorandum of Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Addendum B.

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, 2014 through December 31, 2016.

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 June, 2015.

By: _____
King County Executive

For Professional and Technical Employees, Local 17:

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

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

Professional and Technical Employees
Local 17
Transit Division - Supervisors and Superintendents

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 *
8711090	871720	Transit Supervisor- Systems Operations	75	1-2-3-4-5 *
8711080	871710	Transit Supervisor- Systems Development	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				

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county's high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero ("0") cost-of-living adjustment (COLA) Agreement intended to address the county's budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating "sound financial management" as well as by recognizing King County employees, the county's "most valued resource," in working with King County to meet the challenges that will be presented during the term of this Agreement.

ADDENDUM B

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of $500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;

2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;

3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;

4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and

5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:

P. Cole-Tindall

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office

8-22-14
Date

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Labor Organization: Professional and Technical Employees, Local 17

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
050	PTE, Local 17	Court Reporters - Superior Court
040	PTE, Local 17	Departments: Executive Services, Natural Resources & Parks, Permitting & Environmental Review, Transportation
060	PTE, Local 17	Departments: Public Health, Community & Human Services
048	PTE, Local 17	Information Technology
055	PTE, Local 17	Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager
043	PTE, Local 17	Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division
046	PTE, Local 17	Professional & Technical - Department of Transportation
066	PTE, Local 17	Section Managers - Departments: Natural Resources & Parks, Permitting & Environmental Review, Transportation
065	PTE, Local 17	Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation
047	PTE, Local 17	Transit Administrative Support
042	PTE, Local 17	Transit Chiefs - Department of Transportation, Metro Transit Division
044	PTE, Local 17	Transit Supervisors - Department of Transportation, Metro Transit Division

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director

8/20/14
Date

ADDENDUM B
ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

ADDENDUM B
ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

ADDENDUM B
ADDENDUM A

5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

ADDENDUM B
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6. This Agreement shall remain in effect through December 31, 2013.

For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson, Secretary-Treasurer — 4/25/11 Date

For Office & Professional Employees International Union, Local 8:

Amanda Saylor, Union Representative — 4/25/11 Date

For Professional and Technical Employees, Local 17:

Behnaz Nelson, Union Representative — 4/26/11 Date

Janet Parks, Union Representative — 4/25/11 Date

For Public Safety Employees Union:

Dustin Frederick, Business Manager — 4/25/11 Date

For Technical Employees Association:

Ade Franklin, President — 4.27.11 Date

For Washington State Council of County and City Employees, Council 2:

Diana Prenguber, Staff Representative — 4-25-11 Date

For King County:

James J. Johnson, Labor Negotiator III — 4/28/11 Date

ADDENDUM B
ADDENDUM A
EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.

2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.

3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.

4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.

5. **Scope of Classifications.** Administrative Support classifications, including the following:

   Fiscal Specialist 1-4
   Administrative Specialist 1-4
   Customers Service Specialist 1-4
   Technical Information Processing Specialist 1-4
   Administrative Office Assistant
   Medical Application Specialist (Health)
   Administrative Specialist Supervisor (Health)
   Administrative Staff Assistant
   ~~(Application Worker/ Social Services Specialist)~~

   and any other classification that the parties may agree to include during the course of negotiations.

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**

A. Lead Negotiators. The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

B. Table Composition. Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

C. Dates. The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

D. Location. Bargaining sessions will be held at downtown County facilities.

8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.

   a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
   b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
   c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

ADDENDUM B
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10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.

KING COUNTY

Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117

Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17

Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION

Roger Browne, President

IFPTE, LOCAL 17

Janet Parks, Union Representative

WSCCCE, Council 2

Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

Dustin Frederick, Business Manager