AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
TRANSIT ADMINISTRATIVE SUPPORT
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ARTICLE 1: PURPOSE

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

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

Section 3. The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the work-force on a temporary, short-term basis of six months or less. Except for emergency situations, the County shall provide notice to the union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstances shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

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

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

Section 5. The County will require all new employees hired, transferred, or promoted into a position included in the bargaining unit to complete a form to inform the Union of their hire. One copy of the form will be retained by County payroll, one copy of the form will be given to the employee and the original will be sent to the Union. The County will notify the Union of any employee leaving the bargaining unit.

Section 6. The County will transmit to the Union a current listing of all employees in the bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per calendar year. For all employees performing bargaining unit work, the list shall include the name of the employee, classification, home address, department and salary.

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

ARTICLE 3: RIGHTS OF MANAGEMENT

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

ARTICLE 4: VACATION LEAVE

Employees eligible for leave benefits shall accrue vacation leave benefits as described in and further qualified by this section.

Section 1.

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

Section 3. Employees eligible for vacation leave shall accrue vacation leave from their date of hire into a benefit eligible position.

Section 4. Employees eligible for vacation leave may accrue up to sixty days (480 hours) vacation leave. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the reason for the carryover of such vacation leave is because of cyclical

workloads, work assignments or other reasons as may be in the best interests of the County.

Section 5. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of County employment, and if they leave County employment prior to successfully completing their first six months of county service, shall forfeit and not be paid for accrued vacation leave. The terms of this provision do not apply to employees taking accrued leave for a qualifying event under the Washington Family Care Act.

Section 6. Employees eligible for leave benefits shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six months of county service and were not discharged for theft or misappropriation of funds.

Section 7. Employees shall not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this section.

Section 8. No employee shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.

Section 9. Vacation leave may be used in one-half hour increments, at the discretion of the employee's immediate supervisor.

Section 10. In cases of separation from county employment by death of an employee with accrued vacation leave and who has successfully completed his or her first six months of County service, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

Section 11. If an employee resigns from a full-time regular or part-time regular position with the County and has provided two weeks' written notice unless waived by the employee's supervisor, or is laid off and subsequently returns to County employment within two years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Section 1.

Section 12. 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 5: OTHER LEAVES

Section 1. Bereavement Leave: Employees eligible for leave benefits shall be entitled to three working days of bereavement leave per incident due to the death of members of their immediate family. Immediate family members are defined as spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child, parent, sibling, grandparent or grandchild of the spouse of the employee's spouse or domestic partner; or a person to whom the employee stood/stands in loco parentis or is/was in loco parentis to the employee.

Employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three days for each instance of death when death occurs to a member of the employee's immediate family.

In cases of family death where no sick leave benefit is authorized or exists, an employee may be granted leave without pay.

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

Section 2. Organ Donors: The manager/designee shall allow all employees eligible for paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

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

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

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

Section 3. Jury Duty: Employees eligible for paid leave benefits who are ordered on a jury shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services. Employees shall report back to their supervisor on their next scheduled workday when dismissed from jury service.

Section 4. School Volunteer: Employees eligible for paid leave benefits shall be allowed the use of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the school attended by the employee's child or a grandchild if the employee is the legal guardian, provided, an employee requesting to use sick leave for this purpose will submit such a request specifying the name of the school and the nature of the volunteer services to be performed.

Section 5. Military Leave: A leave of absence for active military duty or active military training duty will be granted to eligible employees in accordance with applicable provisions of state and/or federal law, and County policy provided that a request for such leave shall be submitted to the manager/designee in writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

Section 6. Inclement Weather:

A. Pay for employees in case of facility closure.

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

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

2. Where a department or division director or agency administrator closes

operations in his or her agency during the work day or orders employees to leave the premises because of safety concerns, employees scheduled to work will be paid for the normally scheduled work day.

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

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

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

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

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

Section 7: If federal or state law grants new or additional leave to employees the applicable law will apply.

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

Employees covered by this Labor Agreement shall be eligible for sick leave, medical and family leave benefits as provided by King County Code 3.12.220 as amended. It is the intent of the parties to provide all employees the rights guaranteed by applicable federal, state, and local leave laws, as well as additional benefits that have been specifically negotiated by the parties.

Section 1. Employees eligible for leave benefits shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month. The employee is not entitled to sick leave if the sick leave has not been previously earned. Employees shall accrue sick leave from their date of hire in a leave eligible position.

Section 2. During the first six months of service, employees eligible to accrue vacation leave may, at their immediate supervisor's discretion and in accordance with applicable law, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six

months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

Section 3. Sick leave may be used in one-half hour increments, at the discretion of the employee's immediate supervisor.

Section 4. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

Section 5. Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign with at least two weeks' written notice except as waived by the employee's supervisor or be separated for non-disciplinary medical reason or be laid off, and return to County employment within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in a term-limited temporary position.

Section 6. Employees eligible to accrue sick leave and who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. This sick-leave cash-out is subject to any determination by bargaining unit members to have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth in the King County Code. Such determination is applicable to all members of the bargaining unit.

Section 7. An employee must use all of his or her accrued sick leave and any donated sick leave before taking unpaid leave for his or her own health reasons. If the injury or illness is compensable under the County's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave will be paid or unpaid. When an employee chooses to take paid leave for family reasons, he or she may set aside a reserve of up to eighty hours of accrued sick leave. An employee may choose to use sick

leave or other paid time off for the following reasons:

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

B. The employee's incapacitating injury, but:

1. an employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status;

2. an employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the safety and workers' compensation program office in writing at the beginning of the leave.

3. an employee may not collect workers' compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County;

C. The employee's exposure to contagious diseases and resulting quarantine;

D. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;

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

F. To care for the employee's child as defined in this chapter if the child has an illness or health condition which requires treatment or supervision from the employee; or

G. To care for other family members, if:

1. the family member is (1) the employee's spouse or domestic partner; (2) a child of the employee's spouse or domestic partner; (3) the parent of the employee, employee's spouse or domestic partner; (4) an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; or (5) a grandparent of the employee; and

2. the reason for the leave is one of the following:

(a) the birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve months of the birth, adoption or placement;

(b) the care of the child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

(c) the care of a family member because he/she has a serious health condition or an emergency condition.

Section 8. An employee may take a total of up to eighteen work weeks unpaid leave for his or her own serious health condition, and for family reasons, combined within a twelve-month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

A. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's immediate supervisor;

B. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or a family member of the employee; and

C. If an employee requests intermittent leave or leave on a reduced leave schedule under K.C.C. 3.12.220.I.2 that is foreseeable based on planned medical treatment, the immediate supervisor may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

Section 9. Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement.

Section 10. The County shall continue its contribution toward health care benefits during any unpaid leave taken under this Article.

Section 11. Department management is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be required to substantiate the

health condition of the employee or family member for leave requests.

Section 12. An employee who returns from unpaid family or medical leave within the time provided in this section is entitled, subject to bona fide layoff provisions, to:

A. the same position he or she held when the leave commenced; or a position with equivalent status, benefits, pay and other terms and conditions of employment; and

B. The same seniority accrued before the date on which the leave commenced.

Section 13. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from County employment.

Section 14. Sick Child Benefit Program: The County agrees to provide employees with a mildly sick child childcare service for eligible dependent children. The service is provided at no cost to employees as long as they are pre-registered in the program.

ARTICLE 7: HOLIDAYS

Section 1. The following days are hereby designated as official county holidays:

- January 1, New Year's Day;
- Third Monday in January, Martin Luther King, Jr. Birthday;
- Third Monday in February, President's Day;
- Last Monday in May, Memorial Day;
- July 4, Independence Day;
- First Monday in September, Labor Day;
- November 11, Veteran's Day;
- Thanksgiving Day and the day immediately following;
- December 25, Christmas Day;
- Special or limited holidays as declared by the president or governor, and as approved by the council;
- Such other days in lieu of holidays as the council may determine;
- Employees eligible for leave benefits shall be granted two personal holidays to be administered through the vacation plan; provided, that the hours granted to employees working less than a full-time schedule shall be prorated to reflect their

normally scheduled work day. One personal holiday shall be added to the vacation leave bank in the pay period that includes the first day of October and one personal holiday will be added in the pay period the includes the first day of November of each year.

Section 2. For holidays falling on a Saturday, the Friday before shall be a paid holiday. For holidays falling on a Sunday, the Monday following shall be a paid holiday.

Section 3. An employee must be eligible for leave benefits and in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

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

ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 1. **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 2.

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

Section 3. Employees who are at the top step of their salary range will be eligible for a merit increase of either 2.5% or 5% above the top step, at the County's discretion. Employees are eligible for the merit increase who have achieved a performance rating of "outstanding" (at least 4.34 on a

scale of 1-5) in two consecutive years. An employee's performance rating and a decision to grant a merit increase is not subject to the grievance and arbitration provisions of this contract.

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

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

ARTICLE 9: HOURS OF WORK AND OVERTIME

Section 1. The normal work week for employees shall consist of five consecutive work days not to exceed eight hours in a nine hour period. The parties agree that alternative work schedules may be established that are mutually agreed between the employee and his or her immediate supervisor.

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

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

The County will provide a medical, dental, vision and life insurance plan for all benefit eligible employees; such plans, including any changes thereto, to be negotiated by the County and the Union through the Joint Labor Management Insurance Committee.

ARTICLE 11: MISCELLANEOUS

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

Section 2. Classification Specifications: The County shall furnish the Union with specific

classification specifications for classifications in the bargaining unit descriptive of the function, scope and complexity of the position and the knowledge, abilities and qualifications for the position. The County and the Union shall meet to review proposed modifications and revisions to said specifications and will negotiate impacts prior to implementation.

Section 3. Clothing and Safety Equipment: The County will continue to provide all articles of clothing and equipment required for safety and/or identification, according to current practice.

Section 4. Training Programs Release Time: The County may provide employees with release time to attend training programs that will be beneficial to their job performance. Notice of all such training opportunities which management deems appropriate will be made available to all employees in writing. If the County requires attendance at such training programs, the County will pay the expenses incurred.

Section 5. Bus Passes: The County will provide all regular employees with bus passes at no cost in accordance with current practice and County ordinance. Further, any member of the bargaining unit who was entitled to a retiree bus pass prior to the January 1, 1996 merger with King County shall continue to be eligible for a retiree bus pass.

Section 6. Work Outside of Classification: All work outside of classification shall be assigned in writing by the supervisor. A Career Service employee so assigned to work outside of classification shall be paid at the nearest step in the higher range which provides the employee at least a 5% increase above his/her regular rate of pay for all time worked out of class.

If the employee works continuously in the higher classification for twelve (12) months, the position may be submitted by the Human Resources Division of the Department of Executive Services, Transit Division management, or the employee for reclassification consideration. If the employee is performing the work of a higher level classification because the employee who normally performs this work is on leave of absence, the parties will meet to discuss the issue.

Section 7. Reclassification: Requests for reclassification may be made because an employee has been working in an out of class assignment for twelve (12) months or longer, or because there is a significant change in an employee's duties and responsibilities for a period of twelve (12) months or longer. No employee shall submit a reclassification request if it has been less than one (1) year since

the date of a previous reclassification determination.

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

If the supervisor or section manager has any disagreement with the information provided on the form by the employee, the supervisor or section manager will discuss this disagreement with the employee prior to forwarding the form to the Human Resources Division of the Department of Executive Services.

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

The parties are agreed that the mediator/arbitrator's role in this hearing will be to consider testimonial and documentary evidence presented by the County and the Union regarding the employee's appropriate job classification. The mediator/arbitrator will make a determination as to whether the employee is correctly classified and, if not, the appropriate classification to which the employee should be assigned.

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

The County is considering changing the methodology for conducting classification reviews requested by an employee. It is agreed that any changes would be subject to bargaining to the extent required by law.

Section 8. Alternative Work Schedules: Alternative work schedules may be established in accordance with Executive Policy PER 18-1, May 28, 1990, RE: Alternative Work Schedules. When a supervisor establishes a schedule change or determines how to respond to an employee's request for an alternative work schedule, he/she must consider the employee's childcare and other family and transportation needs in making the decision. A minimum of thirty (30) days' written notice to the employee must be given for a change in work schedule unless mutually agreed between the parties.

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

Section 9. Training: 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.

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 that the County 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.

Section 10. For the duration of this contract, the County will continue to provide all safety-related equipment that is currently provided and/or required by law, including furniture and equipment designed to reduce the risk of injuries associated with positions in this bargaining unit.

Section 11. Lateral Transfers: Prior to the initiation of any competitive process to fill a vacant bargaining unit position, regular employees of the bargaining unit holding the same

classification as that of the vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral transfers shall be accomplished pursuant to the following procedure:

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

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

C. If none of the interested eligible regular employees are selected for lateral transfer, the position will be filled through the County's hiring processes.

D. Interested eligible regular employees who are not selected though the lateral transfer process may apply for the position during the competitive examination process.

E. An employee who laterally transfers or achieves the lateral position through the competitive examination process shall be required to serve a probationary period in the new position.

Section 12. **Home Free Guarantee:** The County will operate a program to provide employees with a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool, vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated overtime that day which requires the employee to leave work at other than the employee's regularly scheduled quit time. Determination of what constitutes a qualified emergency will be made at each worksite by the employee so designated by the County. Employees can exercise their home free guarantee a maximum of eight (8) times per calendar year.

Section 13. Meals in Declared Emergency: In the event of a bona fide emergency which is declared by the King County Executive, an employee will receive the meal per diem or appropriate meal for any time in which that employee is required because of the emergency to remain at work in excess of twelve (12) consecutive hours or is required to work in excess of eight hours on a day the employee was not scheduled to work. Expense receipts are not required for reimbursement.

Section 14. Accidental Death Benefit – Criminal Assault: The County provides special coverage in the event of a felonious assault. The maximum benefits payable is $50,000 for death,

dismemberment, loss of sight, or permanent total disability, less any amount payable under a group life or accidental death and dismemberment policy.

Section 15. Home visits to verify an illness: If an employee is directed to visit another employee at home to verify an illness, the following will apply:

1. A minimum of two employees will be sent.

2. The employees will be provided functional communication equipment (cell phone, etc.).

3. A known itinerary will be established, so the supervisor will know if a home visit team is overdue.

Section 16. Joint Labor Management Committee: The County and the Union agree to establish a LMC for the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices, law suits and disciplinary matters are not subjects for discussion for the LMC. The County and the Union also understand that the LMC is not a substitute for bargaining and has no authority to amend the contract. Meetings will be held as needed and may be called by either party. The party requesting the meeting will be responsible for coordinating the meeting. The Union and County will co-chair the meeting and will determine the appropriate participants, not to exceed four (4) for either party.

ARTICLE 12: DISCIPLINE

Section 1. Just Cause: The County may discipline an employee for just cause. If the County determines to impose disciplinary action against any employee for any reason, the employee shall be apprised of his/her rights of appeal and representation. Discharge during an employee's probationary period is not subject to the grievance procedure since such employees serve at-will.

Section 2. Personnel Records: An employee may request, after a minimum of two years, to have records of written reprimands removed from the employee's personnel file. The County will consider the request if no related violations have occurred since the reprimand was issued. The employee has the right to have placed in his/her personnel file rebuttals to any written communications from County managers or supervisors. Employees may request to have included in the personnel file any written documentation that reflects favorably on the employee's conduct or

work quality. Nothing in this section shall prevent the County and the Union from reaching a mutually acceptable agreement regarding the removal or revision of personnel records as the result of a grievance settlement.

ARTICLE 13: PERFORMANCE APPRAISALS AND MEMOS

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

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

ARTICLE 14: DISPUTE RESOLUTION PROCEDURES

Section 1. Grievance/Arbitration/Mediation: The County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances, and every effort will be made to settle grievances at the lowest possible level of supervision. To this end, the following procedure will be followed.

Each and every provision of this collective bargaining agreement is enforceable through these Dispute Resolution Procedures. Remedies may include a specific action or any other equitable remedy agreed to by the parties or as imposed by an arbitrator pursuant to this agreement.

A. Definition.

Grievance - An issue raised by an employee relating to interpretation of his/her rights, benefits, or conditions of employment as contained in this Agreement. Probationary employees shall not have the right to pursue grievances over terminations of employment but shall be able to pursue grievances as otherwise provided in this Section. The express language of the collective bargaining agreement is controlling. This does not preclude either party from submitting County policies or procedures as collaborating evidence in a grievance.

B. Procedure.

Step 1. A grievance shall be verbally presented by the aggrieved employee and his/her representative, if the employee wishes, within fifteen (15) working days of the date when the employee could reasonably be expected to know of the basis for a grievance, to the employee's

supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days. If a grievance is not presented in writing to the next level within ten (10) working days, it shall be presumed resolved.

Step 2. If after thorough discussion with the supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative shall reduce the grievance to writing, outlining the facts as they are understood. The written grievance may then be presented to the Section Manager within ten (10) workdays as stated above for investigation, discussion, and written reply. The Section Manager shall make his/her written decision available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher level within the following ten (10) working days, it shall be presumed resolved.

Step 3. If after thorough evaluation, the decision of the Section Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Division Manager. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Division Manager/designee. He/she may interview the employee and/or his/her representative and receive any additional related evidence that he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within fifteen (15) working days.

Step 4. The Union shall have ten (10) working days from the issuance of the Step 3 response to advance the grievance to Step 4, otherwise the grievance shall be presumed to be resolved. The Union's request to advance the grievance to Step 4 must be made in writing to the Director of the King County Office of Labor Relations or designee copying the Labor Negotiator. The Union representative must sign the request to advance a grievance to Step 4.

The Director or designee will schedule a meeting with the Union representative and employee within thirty (30) working days of the referral to Step 4. The Director or designee shall issue a written decision within fifteen (15) working days of the Step 4 meeting.

Step 5. If the grievance is not pursued to arbitration within thirty (30) working days of receipt of the Step 4 decision or meeting whichever occurs first, it shall be presumed resolved. If Arbitration has been timely requested, the parties may with mutual consent attempt

Grievance Mediation. The process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual request.

Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step 4, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The party to strike first shall be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may be arbitrated which the County, by law, has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board, as defined in RCW 41.56.

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

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party is responsible for its respective representational fees and expenses, regardless of the outcome of the hearing.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

Section 2. **Alternate Dispute Resolution Procedures.**

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

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

B. Grievance. After a grievance is initially filed, the following Alternative Dispute Resolution (ADR) process may be followed, with mutual consent. This process will not exceed ten (10) days:

1. A meeting will be arranged by the Union representative and County representative (or their designees) to attempt to resolve the matter.

2. **(a)** The meeting will include a mediator and the affected parties.

(b) The parties may mutually agree to other participants such as union and management representatives or subject matters experts.

3. The parties will meet at mutually agreeable times to attempt to resolve the matter.

4. If the matter is resolved, the grievance will be withdrawn.

5. If the matter is not resolved, the grievance will continue through the grievance process.

6. The moving party can initiate the next step in the grievance process at the appropriate time, irrespective of this process.

7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

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

Section 3. Non-Contractual Dispute Resolution and Mediation: The intent of this section is to provide employees and supervisors with a dispute resolution process for issues for which the grievance and arbitration processes do not apply. An employee who has a non-contractual dispute is encouraged to exercise his/her rights to pursue dispute resolution and, if mutually agreed to, use 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 may provide the employee with a written summary of the meeting and outcome.

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

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 16: SAVINGS CLAUSE

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

ARTICLE 17: EMPLOYEE RIGHTS

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

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

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

Section 4. The employee and/or representative may examine the employee's personnel file(s)

if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job performance or personal character shall be brought to his or her attention. The employee may challenge the propriety of including it in the file(s). The employee shall have the right to insert documentation into the file(s), providing such documentation is relevant to the challenge. Unauthorized persons shall not have access to employee files or other personal data relating to their employment.

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

Section 6. Defense and Indemnification: In accordance with KCC Chapter 4.13, whenever an employee is named as a defendant in a civil or criminal action arising out of the performance of the employee's duties and is acting within the scope of employment, the County shall, at the written request of the employee, furnish counsel (or, solely at the County's discretion, reimburse the employee the cost of their private counsel) to represent the employee to a final determination of the action, without cost to the employee. To have the benefit of such legal representation and indemnification, the employee must have acted in good faith, with no reasonable cause to believe such conduct was unlawful, and within the scope of their county employment. All questions as to whether the employee is entitled to indemnification shall be decided by the chief civil deputy prosecuting attorney in accordance with KCC 4.13.020(B).

ARTICLE 18: UNION REPRESENTATION

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

Section 2. Authorized representatives of the Union may have reasonable access to its

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

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

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

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

ARTICLE 19: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

a. Discharge.

b. Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 20: REDUCTION IN FORCE

Section 1. Layoff Process:

1. When a reduction in force is anticipated for career service positions, the County and Union will meet and jointly endeavor to find ways to minimize or eliminate the actual reduction of positions. The County and the Union will 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, or allow job-sharing, etc.)

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

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

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

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

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

Section 3. Notice: When 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 4. Recall:

1. A career service employee who is laid off will have general recall rights to other vacant County positions, 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 he/she was laid off from 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 he/she was laid off regardless of whether the employee has accepted a different position within the County.

2. 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 a situation, the hiring authority will decide which employee will be offered the position.

3. 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 his or her own non-selection, interview and test scores, and other documentation used to

make the determination.

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

Section 5. 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 his/her notice of layoff, or to a maximum expenditure of $2,500, whichever comes first.

ARTICLE 21: COMPLETE AGREEMENT

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

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

ARTICLE 22: DURATION

This Agreement shall become effective upon the conclusion of the approval process by King County Council and cover the period January 1, 2015 through December 31, 2016.

Contract negotiations for a successor agreement beginning January 1, 2017 may be initiated by either party providing to the other written notice of its intention to do so prior to September 30, 2016. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this 24th day of August, 2015.

By: _____

King County Executive

Joseph L. McGee
Executive Director
Professional and Technical Employees, Local 17

Cecilia Mena
Union Representative
Professional and Technical Employees, Local 17

cba Code: 047

Addendum A

Union Code: C2

Professional and Technical Employees, Local 17
Transit Administrative Support
Wages Rates for 2015 and 2016

Job Class Code	PeopleSoft Job Code	Classification Title	Range on the King County Squared Table Steps 2, 4, 6, 8, 10
4201600	421601	Transit Administrative Support Specialist I	35
4201700	421701	Transit Administrative Support Specialist II	39
4201800	421801	Transit Administrative Support Specialist III	43
4101600	411601	Transit Accounting Specialist I	40
4101700	411701	Transit Accounting Specialist II	44
4322100	435101	Transit Customer Service Specialist	42

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

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 — 8-22-14

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

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 I. 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.

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
ADDENDUM A

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.

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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.

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