AGREEMENT BETWEEN

KING COUNTY

AND

TEAMSTERS LOCAL UNION NO. 117

Department of Transportation – Transit Design & Construction Supervisors

ARTICLE 1: PREAMBLE 1
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1
ARTICLE 3: RIGHTS OF MANAGEMENT 3
ARTICLE 4: WAIVER AND COMPLETE AGREEMENT 3
ARTICLE 5: DISCIPLINE AND PROBATION 3
ARTICLE 6: GRIEVANCE PROCEDURE 4
ARTICLE 7: HOLIDAYS 7
ARTICLE 8: VACATIONS 9
ARTICLE 9: SICK LEAVE 12
ARTICLE 10: GENERAL LEAVES 16
ARTICLE 11: HOURS OF WORK AND OVERTIME 21
ARTICLE 12: REDUCTION IN FORCE 23
ARTICLE 13: NON-DISCRIMINATION 25
ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION 25
ARTICLE 15: MEDICAL, DENTAL AND LIFE PLAN 26
ARTICLE 16: SAVINGS CLAUSE 26
ARTICLE 17: WAGE RATES 26
ARTICLE 18: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST 27
ARTICLE 19: EMPLOYEE RIGHTS 28
ARTICLE 20: CONTRACTING OUT 29
ARTICLE 21: BUS PASSES 30
ARTICLE 22: WORK OUT-OF-CLASSIFICATION 31
ARTICLE 23: SAFETY AND STANDARDS 33
ARTICLE 24: PROMOTIONS 33
ARTICLE 25: DURATION 35
ADDENDUM A WAGES
ADDENDUM B 3.12.220 SICK LEAVE AND TIME OFF FOR MEDICAL AND FAMILY REASONS
ADDENDUM C RCW 49.12.270 SICK LEAVE, TIME OFF — CARE OF FAMILY MEMBERS

AGREEMENT BETWEEN

KING COUNTY

AND

TEAMSTERS LOCAL UNION NO. 117

Department of Transportation - Supervisors

ARTICLE 1: PREAMBLE

These Articles constitute an Agreement between King County (County) and Teamsters Local Union No. 117 (hereinafter referred to as the "Union" or "Local 117".)

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1 ***Recognition:*** The County recognizes the Union as the exclusive bargaining representative with respect to wages, hours and working conditions of employment for all Supervisory employees in the Design and Construction section of the Transit Division of the Department of Transportation, excluding managers, confidential employees, short term temporary employees and all other employees of the employer. This agreement covers one bargaining unit.

2.2 ***Union Membership:*** 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 or pay an agency fee. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee. Failure by an employee to satisfy the above paragraph of this section shall constitute just cause for dismissal provided the Union notifies the County and the affected employee of its intent to seek dismissal of the affected employee within thirty days of making a request for dismissal. At the expiration of thirty days notice, the Union may request dismissal in writing. Discharge must occur within thirty days of such request.

2.3 ***Exemption:*** Nothing contained in 2.2 shall require an employee to join the Union who

objects to membership in the Union on the grounds of a bona fide religious objection, in which case the employee shall pay an amount of money equivalent to the regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which the employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payments have been made. If the employee and the Union are unable to agree on the charity the Public Employment Relations Commission shall designate the charity.

2.4 ***Dues Deduction:*** Upon receipt of written authorization individually signed by an employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-Treasurer of the Union and shall transmit the same to the Union. The Employer shall notify the Union of changes in employment status on a monthly basis.

2.5 ***Indemnification:*** 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 provisions upon presentation of proper evidence thereof.

2.6 ***Maintenance of Working Conditions:*** The County recognizes its obligation to negotiate wages, hours and working conditions with the Union.

2.7 ***Application of Personnel Guidelines:*** As set forth below, the 2005 King County Personnel Guidelines shall apply to members of this bargaining unit where the Collective Bargaining Agreement or Memoranda of Understanding are silent or ambiguous. The 2005 Personnel Guidelines (except those identified below to have no application) shall replace any pre-existing practice between the parties, provided that nothing in those Guidelines will be interpreted or applied to circumvent the parties' collective bargaining obligations. However, should any genuine established practice arise subsequent to the date upon which this Agreement takes effect, and such practice conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a matter on which the Agreement is either silent or ambiguous), then the practice shall govern. Should the Guidelines be invoked to interpret the contract, the arbitrator reserves the right to determine what weight should be given along side those other interpretive factors that an arbitrator might conclude appropriate. Except as expressly

noted, definitions in the Personnel Guidelines shall apply to the interpretation of the Personnel Guidelines only. The parties agree that the following provisions of the King County Personnel Guidelines (2005) are preempted by the terms of the parties' Collective Bargaining Agreement:

Preamble/Disclaimer	Sections 14.1-14.6, and 14.9-14.15
Section 1.3	Section 15.3
Chapter 4	Chapter 16
Chapter 5	Chapter 17
Sections 6.5, 6.6, 6.9, and 6.13-6.15	Chapter 18
Chapter 9	Section 19.4
Sections 11.1, 11.2, and 11.4	Chapter 22
Sections 12.4, 12.5	

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force are vested exclusively in the County, except as may be limited by the express written terms of this Agreement.

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

4.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied or oral statements shall add to or supersede any of its provisions.

4.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter.

4.3 ***Modification:*** Should the parties agree to amend or supplement the terms of this Agreement, such amendments or supplements shall be in writing and effective when signed by the parties.

ARTICLE 5: DISCIPLINE AND PROBATION

5.1 ***Discipline:*** The County may discipline an employee for just cause. Discipline may

include, but is not limited to, verbal or written reprimands, delayed salary step increase, demotion, disciplinary transfers, suspensions without pay and/or discharge of the Employee.

Prior to any disciplinary action being taken an investigation will be conducted. The Employee will be advised of the basis of 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 and Term Limited Employees are not subject to the definitions or provisions in this Article.

5.2 ***Probation:*** New Employees, including those new to a position, shall be subject to a six (6) month probationary period. Employees who have been assigned to a position as an acting or TLT shall be provided credit for such time toward this period, at the discretion of the appointing authority. A probationary period may be extended beyond six (6) months, but no more than 12 months, upon agreement of the County, the employee, and the Union.

5.3 ***Probationary period upon Promotion:*** An employee who does not successfully complete the probationary period in a position to which the employee has been promoted shall be restored to the employee's former position, former salary, and all other benefits to which the employee would have been entitled if the promotion had not occurred if the former position is still vacant (has not been offered and accepted by an applicant), and the position still exists. If they refuse to accept an offered position in a lower pay range than the position they initially vacated, they will be laid off. If they accept a lower range position, they will have recall rights to the next available position of the range they had at the time of the initial transfer. If they refuse to accept a position of equal range and similar duties (to the position originally vacated) for which they meet the essential qualifications, they will be placed on the recall list for two years. Provided further, there are no reversion rights if the employee is discharged for cause.

ARTICLE 6. GRIEVANCE PROCEDURE

6.1 ***Nature of the Procedure:*** Any dispute between the County and the Union, or between the County and any employee covered by this Agreement concerning the interpretation, application,

claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

Every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

The County will attempt to hold grievance hearings during normal working hours. Employees involved in such grievance hearings during their normal County working hours shall be allowed to do so without suffering a loss in pay, including the grieving employee, any employee involved as a witness and/or any employee representing the Union.

Unless otherwise indicated, days in this Article will mean calendar days. Any time limits stipulated in the grievance procedure may be extended by mutual agreement in writing. If the County fails to respond within the designated time frames, the Union may, at its option, continue to demand a response, or pursue the grievance to the next step of the resolution process.

6.2 ***Grievance Steps:*** A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may, at its discretion, be introduced at Step 2 of the grievance procedure within twenty-one (21) days of the alleged violation or within twenty-one (21) days of when the Union reasonably should have known of the alleged violation.

A grievance shall be processed in accordance with the following procedure:

Step 1 - A grievance shall be submitted in writing by the Union or the employee, within twenty (21) days of the alleged contract violation or within twenty-one (21) days of when the Union reasonably should have known of the alleged violation to the grieving employee's immediate supervisor. The grievance shall include a description of the incident, the date it occurred and the applicable provision of the collective bargaining agreement. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor shall answer the grievance in writing to the Union within fourteen (14) days after being notified of the grievance.

Step 2 - If the grievance is not resolved at Step 1, it shall be forwarded to the Division Manager or his/her designee within twenty-one (21) days of the Step 1 written response. The Division Manager or his/her designee shall convene a meeting with the Union within fourteen (14) days after receipt of the grievance. The meeting may include the aggrieved employee at their option.

The Division Manager or his/her designee shall answer the grievance in writing to the Union within twenty-one (21) days after the meeting.

Step 3 - If the grievance is not resolved at Step 2, either of the signatory parties to this agreement may submit the grievance to binding arbitration. Within thirty (30) days of the County's Step 2 response either party may file a Demand for Arbitration. The Union's demand will be filed with the Director of the King County Office of Labor Relations.

After the Demand for Arbitration is filed, the County and the Union will meet to select by mutual agreement an arbitrator. If the parties are unable to arrive at an agreement, either party may petition for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC), after which an arbitrator shall be selected by the alternate striking of names, the first strike to be determined by a coin flip.

6.3 ***Arbitrator's authority:*** In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1) The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

2) The decision of the arbitrator shall be final, conclusive and binding upon the County, the Union and the employee involved.

3) The cost of the arbitrator shall be borne equally by the County and the Union, and each party shall bear the cost of presenting its own case, including attorneys' fees, regardless of the outcome of the case.

4) Unless otherwise agreed to in writing by the parties, the arbitrator's decision shall be made in writing, and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

5) Any arbitrator selected under Step 3 shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association, unless otherwise agreed to in writing by the parties.

ARTICLE 7: HOLIDAYS

7.1 *Celebrated Holidays:*

A. All regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with pay:

Holiday	*Date Celebrated*
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	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	Day Following Thanksgiving
Christmas Day	December 25th
Two (2) Personal Holidays	

B. And, any special or limited holidays as declared by the president of the United States or governor and as approved by the State of Washington, and as approved by the Council. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday. To receive holiday pay, an eligible employee must be in pay status the workday before and the workday after the holiday. However, an employee who has successfully completed at least five (5) years of County service and who retires at the end of the 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. Holiday pay shall not exceed eight (8) hours of pay in a work unit that has a standard forty-hour (40-hour) work week schedule.

7.2 ***Personal Holidays:*** Regular, probationary, provisional and term-limited temporary employees shall receive two (2) personal holidays (as shown in 7.1) to be administered through the vacation plan. One (1) day shall be added to the vacation leave bank in the pay-period that includes the first day of October and one day shall be added in the pay period that includes the first day of November of each year. These days may be used in the same manner as any vacation day earned.

7.3 ***Part-time Scheduled Employees:*** Regular, probationary, provisional and part-time term-limited temporary employees who work a part-time schedule receive paid holidays prorated based on their work schedule consistent with 7.1 and 7.2.

7.4 ***Holiday Compensation:***

A. Full-time employees who are eligible for holiday pay shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in 7.1.A. above. This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8) straight time hours of holiday pay. Employees who work the holiday shall either receive an additional day's pay at their regular, straight-time hourly rate or shall at their option receive a substitute holiday, use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be compensated for in cash.

B. Part-time employees who are eligible for holiday pay and are assigned to work on a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours worked. In addition to the holiday compensation for actual hours worked, the employees shall receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-rated based on the employees' regularly scheduled working hours. Employees will not be compensated for holidays falling on days that they are not regularly scheduled to work.

C. For those employees whose normal shift is longer than eight (8) hours in order to receive their normal salary, shall be provided an option to either work additional hours in the pay period or deduct hours from their annual leave bank.

7.5 ***Holiday Staffing:*** The County may use reduced staffing on holidays consistent with weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating through the list of employees by classification and seniority. If there are insufficient volunteers,

employees will be selected by the County using a rotation process. Employees may exchange assigned holidays so long as the County incurs no additional costs. Employees proposing the exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the holiday. Any exchange of holiday assignments will obligate both employees to work those days that they have exchanged.

ARTICLE 8: VACATIONS

8.1 *Vacation Leave Accrual Schedule:*

Regular, probationary, provisional and term-limited temporary employees shall be eligible for vacation leave benefits as described in the following table except in those instances expressly stated in this Article as an exception:

Full Years of Service		Vacation Days Earned (8 hour day)
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year and beyond	26	30

8.2 ***Part-time Employees:*** Regular, probationary, provisional and term-limited temporary employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in 8.1; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled work week.

8.3 ***Vacation Accrual:*** Employees eligible for vacation leave shall accrue vacation leave from their date of hire in a leave eligible position. Employees who work less than a full-time schedule shall receive a pro-rated leave to reflect his/her normally scheduled workweek. Employees may accrue up to sixty-days (60) vacation prorated to reflect their normally scheduled workday. 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 manager/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

8.4 ***Vacation Eligibility:*** Employees eligible for vacation leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position, and if they leave County employment prior to successfully completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave. Vacation may not be used until earned. This provision does not apply to employees using accrued vacation for a qualifying reason under the Washington Family Care Act.

8.5 ***Vacation Payout:*** Employees shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six (6) months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. If an employee leaves prior to successful completion of the six months of County service, they shall forfeit and not be paid for accrued vacation leave.

8.6 ***Vacation Schedules:*** The manager/designee will be responsible for scheduling vacation of employees in such a manner as to achieve the greatest vacation opportunity for the employees

while maintaining the efficient functioning of the work unit. No employee shall work for compensation for the County in any capacity during the time that the employee is on vacation.

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

8.8 ***Vacation rate on Return:*** If a regular employee eligible for vacation leave resigns from County employment in good standing or is laid off and subsequently returns to County employment within two (2) 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 8.1.

8.9 ***Partial Payments:*** Employees who are FLSA overtime eligible may use vacation in half hour (1/2) increments. FLSA-exempt employees may use vacation in increments of not less than one (1) day.

8.10 ***Limited use on Probation:*** Employees who are in a probationary period as a result of promotion shall be entitled to use vacation time accrued in their prior position while they are in a probationary status in their new position subject to the approval of the manager/designee. Employees may have additional rights to use accrued vacation for a qualifying reason under the Washington Family Care Act, if applicable.

8.11 ***Vacation Donation:*** Any regular full-time or regular part-time employee who has completed at least one (1) year of service may donate to any other regular employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee. Donated vacation shall be converted to a dollar value based upon the donor's straight-time rate of pay. Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving monetary or other compensation in exchange for donating vacation hours. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

Donated vacation must be used within ninety (90) calendar days. Donated hours accrue to the

donee's vacation leave bank and do not expire or return to the donor once accrued.

ARTICLE 9: SICK LEAVE

9.1 ***Sick Leave:*** Regular, probationary, provisional and term-limited temporary employees will 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 (8) hours per month. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to sick leave if not previously earned. Sick leave may be used by employees covered by the FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick leave for absences of one full workday.

9.2 ***Vacation as an extension of Sick Leave:*** During the first six (6) months of service in a paid leave eligible position, eligible employees may, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. Employees may have additional rights to use vacation for a qualifying reason under the Washington Family Care Act, if applicable. If an employee does not work a full six (6) months in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

9.3 ***Partial Day Increments:*** Sick leave may be used in one half (1/2) hour increments.

9.4 ***Unlimited Accrual:*** There will be no limit to the hours of sick leave benefits accrued by paid leave eligible employees.

9.5 ***Restoration following Separation:*** Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the paid leave eligible employee as of the date of separation. Should a regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.

9.6 ***Pay upon Separation:*** A paid leave eligible employee who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less mandatory

withholdings.

9.7 ***Leave Without Pay for Health Reasons:*** An employee must use all of his/her sick leave before taking unpaid leave for his/her own health reasons. If the injury can be compensated 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 his/her accrued sick leave.

9.8 ***Leave Without Pay for Family Reason:*** For a leave for family reasons, the employee will choose at the start of the leave whether the particular leave would be paid or unpaid (see 9.11); but, when an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty (80) hours of accrued sick leave.

9.9 ***Use of Vacation Leave as Sick Leave:*** An employee who has exhausted all of his/her sick leave may use accrued vacation leave before going on leave of absence without pay.

9.10 ***Use of Sick Leave:*** Accrued sick leave will be used for the following reasons:

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

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

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

2. An employee who chooses to augment workers compensation payments with the use of accrued sick leave unless s/he notifies the workers compensation office in writing at the beginning of the leave otherwise;

3. An employee may not collect sick leave and worker's compensation time loss payments for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

C. 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, ocular or dental appointments provided that the employee's manager/designee has approved the scheduling of sick leave for such appointments.

F. To care for the employee's eligible child or child of employee's spouse or domestic partner if the child has an illness or health condition which requires treatment or supervision from the employee;

G. To care for other family members, if:

1. The employee has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months,

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

3. 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 (12) months of the birth, adoption or placement;

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

c. Care of a family member who suffers from a serious health condition.

9.11 ***Unpaid Leave:*** An employee may take a total of up to eighteen (18) work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 9.10.F and 9.10.G combined, within a twelve (12) 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. Birth or Adoption: When a 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 manager/designee.

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

C. Temporary Transfer: If an employee requests intermittent leave or leave on a reduced leave schedule, under Section B. above, that is foreseeable based on planned medical treatment, the manager/designee 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.

9.11.1 ***Concurrent Time:*** Use of donated leave will run concurrently with the eighteen (18) workweek family medical leave entitlement.

9.11.2 ***Insurance Premiums:*** The County will continue its contribution toward health care during any unpaid leave taken under Section 9.11.

9.11.3 ***Return to Work from Unpaid Leave:*** An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

A. The same position s/he held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

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

9.11.4 ***Failure to Return to Work:*** Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

9.12 ***Provider Certification:*** The manager/designee and employee is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests.

9.13 ***Definition of Child:*** For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

9.14 ***FLSA:*** Employees who are FLSA overtime eligible may use sick leave in half (1/2) hour increments.

9.15 ***Family and Medical Leave and Family Care:*** Employees shall be entitled to family medical leave, as provided by the King County Family Medical Leave Act, the federal Family Medical Leave Act, and any Washington state laws that provide for family medical leave. For reference purposes, the current texts of the King County Family Medical Leave Act and RCW 49.12.270 are attached as Addendums B and C, respectively.

ARTICLE 10: GENERAL LEAVES

10.1 ***Donation of Leaves:*** Donation of vacation leave hours and donation of sick leave hours.

A. Vacation leave hours:

1. Approval Required: An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

2. Limitations: The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

3. Return of Unused Donations: Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours accrue to the donee's vacation leave bank and do not expire or return to the donor once accrued. For purposes of this

Article, the first hours used by an employee will be accrued vacation leave hours.

B. Sick leave hours:

1. Written Notice Required: An employee eligible for paid leave may donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

2. Minimum Leave Balance Required (Donor): No donation will be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

3. Return of Unused Donations: Donated sick leave hours must be used within ninety (90) calendar days. Donated hours accrue to the donee's sick leave bank and do not expire or return to the donor once accrued. For purposes of this Article, the first hours used by an employee will be accrued sick leave hours.

C. No Solicitation: All donations of vacation and sick leave made under this Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

D. Conversion Rate: All vacation and sick leave hours donated will be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. An employee eligible for paid leave benefits may donate accrued vacation and/or sick leave in accordance with procedures set forth under Chapter 3.12.223 of the King County Code (K.C.C.).

10.2 ***Leave - 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 medial 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.

10.3. ***Bereavement Leave:***

A. Employees eligible for paid leave benefits shall be entitled to three (3) working days of bereavement leave per occurrence of any death of members of their immediate family.

B. Employees eligible to accrue paid leave benefits who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to any member of the employee's immediate family.

C. In cases of family care where no sick leave benefit exists, the employee may use vacation leave, compensatory time or may be granted leave without pay.

D. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against the employee's sick leave account nor bereavement leave credit.

E. For the purposes of this Section, a member of the immediate family is as follows: spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild or grandparent of the employee, employee's spouse or employee's domestic partner.

10.4 ***Leave - Examinations:*** Employees eligible for paid leave benefits shall be entitled to necessary time off with pay for the purpose of participating in County qualifying or promotional examinations. This shall include time required to complete any required interviews.

10.5 ***Jury Duty:***

A. 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.

10.6 ***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; provided, an employee requesting to use sick leave for this purpose will submit such request in writing specifying the name of the school and the nature of the volunteer services to be performed.

10.7 ***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.

10.8 ***Executive Leave:*** Employees who are exempt from the overtime provisions of the FLSA shall be eligible for up to 10 days of Executive Leave annually. All employees who are exempt from overtime shall receive at least three (3) days of Executive Leave annually.

10.9 ***Leave Without Pay:***

A. An employee eligible for leave benefits may take a leave of absence without pay for thirty (30) calendar days or less if authorized in writing by the employee's appointing authority.

B. An employee eligible for leave benefits may take a leave of absence without pay for more than thirty (30) calendar days if authorized in writing by the employee's appointing authority and the director.

C. Leaves of absence without pay shall be for periods not to exceed one (1) year except that the director may, in special circumstances, grant an extension beyond one (1) year.

D. Other employee benefits as provided in Chapter 3 of the King County Code shall not be provided to or accrue to the employee while on leave of absence without pay, except as provided in King County Code 3.12.220.

E. If a leave of absence without pay was granted for purposes of recovering health, the

employee shall be required by the director to submit a physician's statement concerning the employee's ability to resume duties prior to return to work.

F. An employee on leave of absence without pay may return from the leave before its expiration date if the employee provides the appointing authority with a written request to that effect at least fifteen (15) days prior to resuming duties.

G. Failure to return to work by the expiration date of a leave of absence without pay shall be cause for removal and shall result in automatic termination of the employee from County service.

H. A leave of absence without pay may be revoked by the director upon evidence submitted to the director by the appointing authority of the employee indicating that such leave was requested and granted under false pretenses, or that the need for such leave has ceased to exist.

10.10 ***Closure of County Facilities:***

A. Pay for employees in case of facility closure.

1. If a facility is closed by order of the County Executive, regular, provisional, probationary and term limited temporary 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. If the shutdown extends for more than one week, the status of displaced workers may be reviewed by the Executive to determine whether a reduction in force due to either lack of funds or lack of work is in order. This applies to affected overtime exempt as well as hourly employees.

Employees who previously requested and have been approved for time off (e.g., vacation, sick leave, compensatory time off, executive leave, 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 (hourly), Executive Leave (salaried) or leave without pay unless the agency director 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 (regular, provisional, probationary and term limited temporary) scheduled to work will be paid for the normally scheduled work day.

3. Continued closure of a facility outside the downtown core 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 conditions prevent an employee from reporting to work:

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

2. The employee may request, and the supervisor may approve, the use of compensatory time, executive leave, vacation time, or leave without pay to cover absences resulting from a county emergency, critical incident, or inclement weather. 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.

ARTICLE 11: HOURS OF WORK AND OVERTIME

11.1 ***Standard Five-Eight (5-8) Workweek Schedule:*** For FLSA non-exempt employees, the standard workweek will consist of five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not to exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. However, the establishment of work schedules is vested solely within the purview of the County and may be changed from time to time with 2 weeks notice to the employee.

11.2 ***Overtime Payment:*** Employees covered by this bargaining unit who are employed in a bona fide executive, administrative or professional capacity and are in turn exempt from overtime payments under the Federal Fair Labor Standards Act are expected to work the hours necessary to satisfactorily perform their jobs. These employees are not eligible for overtime payments

11.2.1 Hourly employees shall be paid at an overtime rate of one and one half times their regular rate of pay for all hours worked in excess of their regularly scheduled work day or work week.

Unworked hours in a paid status (e.g., vacation, sick leave) shall be counted toward the overtime eligibility threshold.

11.2.2 All overtime shall be authorized in advance by the division manager/designee in writing, except in emergencies.

11.3 ***Alternative Work Schedules:*** A full-time employee may request, a four (4) day, forty (40) hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative schedule in order to support the County Commute Trip Reduction program. Employees will submit written requests for alternative work schedule approval to the Section Manager/designee. Requests will be evaluated and approved or denied relative to the business needs of the organization, and must be reviewed at least annually. In administering any such alternative work schedule, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis unless the Section Manager determines that an alternative schedule is essential to the business needs of the organization. The establishment of and approval for alternative work schedules is vested solely within the purview of the County and may be changed from time to time. Such changes will normally require at least two (2) weeks notice to the employee.

B. If a holiday designated pursuant to Section 7.1 falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If a designated holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and his or her supervisor determine that some other day will be taken for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period.

C. If multiple employees in a work group desire an alternative work schedule with the same days off, the County may, upon written notice to the Union, subject requests for alternative schedules to a bidding process, with priority given to employees in order of decreasing seniority.

D. Employees who currently work on an alternative work schedule shall be permitted to retain that work schedule, subject to the management approval requirements in Section A.

11.4 ***Compensatory Time:*** An overtime eligible employee may request, and with approval of

the manager/designee, may receive compensatory time off in lieu of overtime pay. Such time shall be earned at the rate of one and one-half (1-1/2) hours for each hour worked.

11.5 ***Emergency Call Back:*** An FLSA non-exempt employee covered by this Agreement who is called to duty after completion of his or her regular shift or work week shall be granted a minimum of four (4) hours pay at the applicable overtime rates.

An Emergency Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his or her regular work shift and is required to report to duty prior to the start of his or her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his or her regular work shift shall be compensated in accordance with the Emergency Call Back provisions of this Collective Bargaining Agreement.

11.6 ***Telecommuting:*** The Union and the County mutually recognize the importance of regularly reporting to the assigned work site for the purposes of accomplishing work, however, consistent with past practice, 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.

11.7 ***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 designated by the County. Employees can exercise their home free guarantee a maximum of eight (8) times per calendar year.

ARTICLE 12: REDUCTION IN FORCE

12.1 ***Order of layoff:*** In the event of a reduction in force due to lack of work, lack of funds or considerations of efficiency, the order of layoff will be determined by classification on the basis of seniority. Where two or more regular employees within a classification are of equal seniority,

bargaining unit seniority shall determine the order of layoff between those employees. If the employees are still tied after consideration of bargaining unit seniority, total County service shall break the tie. If the employees are still tied, the County shall break the tie by considering merit.

12.2 ***Seniority Calculation:*** Seniority shall be the total time spent in a particular classification. Part-time employees shall receive full credit. For instance, a 3/4 time employee who works for 1 year in a classification shall have one (1) full year seniority in that position. If an employee is bumped to a lower level classification in a classification series, the employee's seniority shall be all of the time spent in the lower level classification combined with any time spent in higher level classifications in the same class series.

12.3 ***Classification Series:*** The classification series shall be as follows:

Capital Projects Managing Supervisor
Real Estate, Land Use and Environmental Planning Supervisor
Transit Engineer V and VI

If additional classifications are added to the bargaining unit, the parties will negotiate the impact on this list of classification series.

12.4 Employees may only bump into lower level classifications within the same classification series.

12.5 ***Example:***

1. Employer decides to layoff an Engineer III.

2. There are three Engineer VIs. One with two years as an Engineer VI, one with four years, one with six years.

3. The Engineer VI with two years will be laid off.

4. The laid off Engineer VI may try to bump into a lower classification in the series. If the Engineer VI had two prior years as an Engineer V, the Engineer VI has four years for purpose of bumping into the Engineer V classification.

12.6 ***Qualifications:*** No employee may bump another employee in a classification unless the bumping employee meets the essential qualifications for the classification and the specific

qualifications for the position to which he/she intends to bump.

12.7 ***Re-call Rights:*** A regular employee who is laid off will have recall rights to his/her previous position for two (2) years from the date of layoff. An employee retains his/her recall rights if he/she accepts a lesser position with the County. An employee who is laid off shall forfeit his/her recall rights if he/she refuses a recall.

12.8 ***Notice of Recall:*** A regular employee will have ten (10) days from the date the notice of recall is sent by certified mail in which to notify the County of whether he/she will accept the position. The County will consider the employee's failure to notify the County within ten (10) days a refusal; however, if the County determines that there are warranting circumstances, it may accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the County informed of his/her current address.

12.9 ***Reinstatement:*** A regular employee recalled within two (2) years from the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff, and vacation leave accrual rate restored.

ARTICLE 13: NON-DISCRIMINATION

The County shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, union activities, marital status, physical, mental or sensory disability.

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION

14.1 ***No Work Stoppages:*** The County and the Union agree that the public interest requires efficient and uninterrupted performance of 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 employees shall be deemed a work stoppage if any of the above activities occur.

14.2 ***Union's Responsibilities:*** Upon notification in writing by the County to the Union that any of its members are engaged in 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 employees to cease engaging in such a work stoppage.

ARTICLE 15: MEDICAL, DENTAL AND LIFE PLAN

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

ARTICLE 16: SAVINGS CLAUSE

Should any part hereof or any provision in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 17: WAGE RATES

17.1 The wage rates in Addendum A shall be retroactive from the pay period that includes January 1, 2012. These wages have been established based on various factors, including a 2% slowdown in cost-of-living increases commensurate with other employees in King County, compression with other employees, market analysis, and inflation.

17.2 ***2013 Wage Increase:*** Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling. This amount is known to be 3.09%.

17.3 ***2014 Wage Increase:*** Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).

Zero floor and no ceiling.

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

17.5 ***Step Increase and Merit Pay:*** Existing County employees promoted into bargaining unit positions shall be placed into a step providing a rate of pay not less than approximately 5% above the previous rate of pay. Upon satisfactory completion of a six (6) month probationary period, regular employees shall receive one (1) step (as established in Addendum A) increase.

Every employee who received at least a satisfactory year-end evaluation and who is not at the top of his or her schedule will advance within his/her salary range one (1) step (as established in Addendum A) on January 1 of the following year. An employee at the top of his or her schedule shall be eligible for merit increases according to the existing practice.

17.6 ***Licensing and Stamping:***

Employees who hold Professional Engineering licenses or American Institute of Architecture licenses shall be eligible for the following monthly premiums:

1. $50 for employees who have PE or AIA licenses.
2. An additional $50 for employees who have PE or AIA licenses and whose positions require the stamping of engineering or architectural plans.

This benefit shall be effective on the first pay period after the ratification of this Agreement and shall not be paid retroactively.

ARTICLE 18: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST

18.1 ***Contribution:*** The County shall pay $3.00 (three dollars) to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for

which compensation was paid, said amounts to be computed monthly, provided that the maximum contribution shall be limited to 2,080 (two thousand eighty) hours per calendar year. The County will comply with the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994 in defining eligibility and establishing contribution rates for employees who are eligible for pension contributions while absent from employment because of active military service.

18.2 ***Wage Reduction:*** All bargaining unit employees shall have their wage rate reduced by the amount of the County's contribution on the employee's behalf pursuant to Section 18.1, above.

18.3 ***Payments and Trust Rules:*** The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) business days after the close of the pay period that includes the last business day of the month. The County agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions are due, prompt and orderly collection, and accurate reporting and recording of amounts paid.

ARTICLE 19: EMPLOYEE RIGHTS

19.1 ***Review of Personnel Files:*** The only personnel files will be the Department personnel file and the Section personnel file. Additionally, supervisors may keep a "working file" which may be used for the purpose of developing an annual evaluation. Such materials will be purged from this working file when the evaluation is finalized. Notes taken for such purpose may be added to the personnel file.

A copy of material place into an employee's personnel file(s) shall be provided to the employee at the time of its placement in the file.

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 and copy, upon request, any files to which s/he has a legal right to access. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

19.2 ***Union Representation:*** An Employee, at his/her request has the right to Union representation at any meeting which s/he reasonably believes may lead to disciplinary action against

the Employee. If the employee requests Union representation in such a matter, the Employee will be provided reasonable time to arrange for Union representation. The parties acknowledge that in certain instances a reasonable time may be as little as that same day.

19.3 ***Release Time and Facilities Access:***

19.3.1 ***Workplace Access:*** Any person authorized by the Union to serve as its representative may visit the work location of other employees at reasonable times for purpose of administering the terms of this Agreement. The Union shall regularly submit a list of its designated representatives to the Manager of Design and Construction. Before visiting the work location, the Union representative must contact the supervisor or manager of that location to ensure that the worksite visit will not unduly interfere with normal operations at the worksite.

19.3.2 ***Release Time:*** When it is necessary during a Union representative's work hours for that Union representative to participate in County meetings (*i.e.,* investigatory interviews, Labor-management meetings, negotiations, or grievance hearings) the Union representative shall be on paid time. In no instance shall the release of the Union representative for this purpose interfere with County operations. Release time shall be permitted for contract negotiations for a total of up to two (2) people from the transit Supervisors' bargaining unit to bargain the contract for the Supervisors' bargaining unit.

19.3.3 ***Bulletin Boards:*** The County will permit the union to post or distribute, in the Employees work locations announcement of meetings, elections 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 authorized representatives of the Union will be entitled to post Union materials.

ARTICLE 20: CONTRACTING OUT

20.1 The County agrees not to contract out the work typically performed by bargaining unit members to outside employers if such contracting out would result in a reduction in force of Union employees in regular full-time positions.

20.2 The County agrees not to utilize the services of a consulting firm for the purpose of providing consultants to perform work traditionally and historically conducted by Union bargaining

unit members, unless the consultants' work is limited to specific project-specific or work order contracts, or used to augment the workforce on a short-term, temporary basis. This provision does not preclude the County from hiring contract workers or consultants to augment work performed by the bargaining unit in a manner that is consistent with the past practice of Design & Construction.

20.3 The County agrees that it will not utilize individuals employed by consulting firms in situations where the individuals are placed under the principal supervision of a County employee who has authority to direct and assign their work.

20.4 The County agrees that work performed by consultants will be limited to providing the specific work product or service set forth within the terms of the consultant contracts.

20.5 If, in order to adhere to County policies and procedures or state, local, and federal grant conditions for a specific project, the County is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such contracting, which shall be limited as to what is required in each agreement, shall not be considered a violation of this Article; provided that such contracting complies with Article 20.1.

ARTICLE 21: BUS PASSES

21.1 Employees eligible for leave and insured benefits and eligible retirees as defined in this section shall be issued a transit bus pass entitling the holder to ride without payment of fare on public transportation services operated by or under the authority of the County. In addition, such employees shall be entitled to use the transit bus pass to ride without payment of fare on public transportation services operated by or under the authority of Pierce Transit, Kitsap Transit and Community Transit, subject to agreements with such agencies as may be entered into by the executive. Use of transit bus passes shall be restricted to such employees and retirees, and any unauthorized use shall, at a minimum, result in forfeiture of the passes. Employees not eligible for leave and insured benefits under this chapter shall not receive transit passes or any transit bus pass subsidy.

21.2 For purposes of this section, "eligible retiree" means an employee eligible for leave and insured benefits under this chapter who (1) separates from employment with the County while holding a position determined by the director of the Department of Transportation to be dedicated exclusively to the public transportation function, and (2) on the date of said separation is eligible to

receive benefits from a retirement system established pursuant to state law.

21.3 ***Automobile Reimbursement:*** No employee shall be required as a condition of employment to provide a personal automobile for use on County business. Any use of a personal automobile for County business shall be mutually agree to by the County and the employee and shall be reimbursed at the rate established by the Internal Revenue Service.

ARTICLE 22: WORK OUT-OF-CLASSIFICATION

22.1 ***General:*** Employees are to be properly paid for their assigned body of work, except in the case of incidental assignment as described below. No employee may assume the duties of a higher paid position without formal assignment, except in a bona fide emergency. Employees are not entitled to classification changes or compensation for work that is not assigned.

22.2 ***Incidental Assignment:*** Nothing in this article shall limit management from assigning an employee incidental work outside of the employee's current classification; such incidental work assignment shall not constitute the basis for an out-of-class assignment.

22.3 ***Special Duty Assignment:*** Employees may be assigned work out of their regular classification on a temporary basis by Special Duty Assignment. Restrictions on the length of the assignment are governed by County policy and the Personnel Guidelines. If this assigned work is to a lower classification, the employee will receive his/her normal rate of pay. Compensation for such special duty assignment shall begin on the day identified in the written assignment.

22.4 ***Pay on Special Duty:***

A. Pay for a special duty assignment shall be to the first step of the pay range of the existing higher-level job classification or to a pay step in the existing higher classification that provides at least the equivalent of one step (approximately 5 percent) increase over the employee's current rate of pay, whichever is greater.

B. Special duty compensation may not exceed the top step of the new range unless the employee was receiving above-top-step merit pay. In those instances, the pay may exceed the maximum of the new pay range by no more than five percent and shall continue only as long as the merit pay would have remained in effect.

C. When the special duty assignment is completed, the employee's pay shall revert to

the pay rate the employee would have received if the employee had not been assigned to special duty.

D. Special duty pay shall not be considered part of an employee's base pay rate for purposes of placement within a pay range as a result of promotion or reclassification.

E. While on Special Duty pension contributions will be made for all hours compensated in accordance with Article 18.

22.5 ***Accretion and other work-out-of-classification:*** Incidental assignments can have the cumulative effect of creating out-of-classification work by accretion when assigned work out of the employee's current classification becomes the preponderance of the work performed by the employee. Reorganization, changes in job content or council actions may likewise cause the duties of a position to change, or a position may be otherwise incorrectly classified. Under these circumstances, employees may request the Human Resources Director (or designee) to review their job duties to determine if the duties and responsibilities performed by the employee are more accurately described in another, more appropriate, job classification.

A. County Classification Review Procedure. Employees will submit their request for reclassification by completing a Position Description Questionnaire and forwarding it to the applicable Human Resources Services Delivery Manager (SDM), who will forward it to the supervisor for review and comment. After the supervisor has reviewed and commented upon the PDQ, the PDQ will be returned to the employee for review and comment, and then submitted to the section manager and the division director before being returned to the applicable SDM for finalization. Once the PDQ has been finalized, it will be delivered to King County Human Resources Division for a classification analyst to review the request according to their policies and procedures and notify the employee of their findings when the review is completed.

B. Effective Date. The effective date of the reclassification under this article will be the date the employee submits the PDQ to applicable SDM after review and comment by the supervisor, or 30 days from the initial submission of the a fully completed PDQ to applicable SDM, whichever is less (incomplete PDS's will not be considered as received if the applicable HR analyst returns the PDQ to the employee for further completion).

C. Classification and Compensation. Classification and compensation shall be in accordance with this Agreement. If a reclassification results in assignment to a higher paid classification, then the employee shall receive at least step one of the new pay range or one step (approximately 5 percent) above the employee's current rate of pay, whichever is highest.

D. Appeal. The County and the Union agree that disputes relating to the classification of a position will be submitted to the Division Director/designee of Human Resources Department of Executive Services for reconsideration. If the Union disagrees with the Division Director's/designee's decision it may, within thirty (30) days, submit the issue to a neutral third party. The neutral party will be selected in accordance with the grievance procedure in this Agreement. The decision of the neutral party shall be binding upon all parties. The classification issue (other than jurisdictional and pay-related) shall be presented to the neutral party and will not be subject to the King County Personnel Board or binding arbitration.

ARTICLE 23: SAFETY AND STANDARDS

The County and its employees value a safe working environment and recognize their mutual obligation to maintain safety standards. The County shall adopt and enforce a program in accordance with applicable state and federal laws and regulations. The County may create and enforce safety standards above those required by law, provided that nothing in this Article waives the Union's rights to collectively bargain. The County shall supply and maintain safety-related items and equipment as required by law or Department or Division policy or directive.

ARTICLE 24: PROMOTIONS

The County and the Union agree to develop and maintain a promotional system that will allow employees to be promoted to job classifications in the bargaining unit depending on their demonstrated skills, knowledge, and the availability of higher level work and funding. The benefits to the employees and the organization include the following:

- Increases efficiency and effectiveness by retaining trained and qualified employees
- Promotes a productive, high quality work environment
- Provides employees with career growth opportunities in Design and Construction
- Enhances employee morale

The County and the Union have the following shared interests for filling vacancies of positions represented by the Union:

- Hiring the most qualified candidate to fill the position
- A quick and fair process
- Promoting from within

Management will determine staffing requirements based on an analysis of the business needs. When new staffing positions are created or vacant positions are to be filled, it will be advertised to the bargaining unit members. Members shall complete and submit all requested application materials by the required application deadline.

Vacancies may be advertised simultaneously to the Union and outside the Union in the interest of efficiency. Application materials will be reviewed to identify those bargaining unit candidates who meet the minimum qualifications of the positions based on the "qualifications" and "special necessary requirements" listed on the job bulletin. The highly qualified candidates are those who meet the "highly desirable" and/or "desirable" qualifications listed on the job bulletin. If there are at least three (3) highly qualified internal applicants, management will interview a minimum of three (3) highly qualified internal candidates before considering outside candidates. One of these highly qualified candidates will be selected for the job. If there are fewer than three (3) highly qualified Union candidates, management may also consider the outside candidates. The most qualified candidate will be selected. Management's decision on who is the most qualified applicant is solely within its discretion and is not grievable under this Agreement.

ARTICLE 25: DURATION

This Agreement shall be effective through December 31, 2014. This Agreement is subject to ratification by the King County Council.

APPROVED this 8 day of APRIL, 2013.

By: _____

King County Executive

_____

Tracey A. Thompson
Secretary-Treasurer
International Brotherhood of Teamsters Local 117

cba Code: 153

ADDENDUM A

Union Code: F7

International Brotherhood of Teamsters Local 117

Transit Design and Construction Supervisors, Interest Arbitration - DOT

Wages Effective January 1, 2012

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
7115100	712805	Capital Projects Managing Supervisor	$99,856.17	$104,706.79	$109,793.02	$115,126.33	$120,718.71
2635100	263303	Real Estate, Land Use and Environmental Planning Supervisor	$99,856.17	$104,706.79	$109,793.02	$115,126.33	$120,718.71
7140500	714604	Transit Engineer V	$95,230.31	$99,856.21	$104,706.83	$109,793.07	$115,126.38
7140600	714704	Transit Engineer VI	$99,856.17	$104,706.79	$109,793.02	$115,126.33	$120,718.71

Wages Effective January 1, 2013

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
7115100	712805	Capital Projects Managing Supervisor	$102,941.68	$107,942.17	$113,185.57	$118,683.67	$124,448.85
2635100	263303	Real Estate, Land Use and Environmental Planning Supervisor	$102,941.68	$107,942.17	$113,185.57	$118,683.67	$124,448.85
7140500	714604	Transit Engineer V	$98,172.96	$102,941.81	$107,942.31	$113,185.72	$118,683.83
7140600	714704	Transit Engineer VI	$102,941.68	$107,942.17	$113,185.57	$118,683.67	$124,448.85

ADDENDUM B

AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
Transit Design and Construction Supervisors
Interest Arbitration - Department of Transportation

3.12.220 Sick leave and time off for medical and family reasons.

A. Except for employees covered by subsection G. of this section, 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; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. No adjustment to reduce sick leave accruals for furloughed employee shall be made as a result of a budgetary furlough. The employee is not entitled to sick leave if not previously earned.

B. During the first six months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, 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.

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

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

E. 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 nondisciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for nondisciplinary 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.

F.1. Except for employees covered by subsection G. of this section, 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 provision is predicated on the requirement that, except with the written approval of the executive, the position, if vacated by a nonrepresented employee, shall not be filled until salary savings for the position are accumulated in an amount sufficient to pay the cost of the cash out. For the purposes of this subsection F.1, "retire as a result of length of service" means an employee is eligible, applies for and begins drawing a pension from the Law Enforcement Officers and Firefighters (LEOFF), Public Employees' Retirement System (PERS), Public Safety Employees' Retirement System (PSERS) or the city of Seattle Retirement Plan immediately upon terminating county employment.

2.a. In lieu of the remuneration for unused sick leave at retirement, the manager of the

human resources division, or the manager's designee, may, with equivalent funds, provide eligible employees with a voluntary employee beneficiary association plan that provides for reimbursement of retiree and other qualifying medical expenses. Under K.C.C. 3.12.190.H., in lieu of the remuneration for fifty percent of unused vacation leave at retirement, the manager may also fund the voluntary employee beneficiary association plan.

b. The manager shall adopt procedures for the implementation of all voluntary employee beneficiary association plans. At a minimum, the procedures shall provide that:

(1) each group of employees hold an election to decide whether to implement a voluntary employee beneficiary association plan for a defined group of employees. The determination of the majority of voting employees in a group shall bind the remainder. Elections for represented employees shall be conducted by the appropriate bargaining representative. Elections for nonrepresented employees shall be conducted in accordance with procedures established by the manager;

(2) the manager has discretion to determine the scope of employee groups voting on whether to adopt a voluntary employee beneficiary association plan. The manager shall consult with bargaining representatives and elected officials in determining the scope of voting groups;

(3) any voluntary employee beneficiary association plan implemented in accordance with this subsection F.2. complies with federal tax law. Disbursements in accordance with this subsection F.2. shall be exempt from withholdings, to the extent permitted by law; and

(4) employees shall forfeit remuneration under subsections F.1. and 2. of this section if the employee belongs to a group that has voted to implement a voluntary employee beneficiary association plan and the employee fails to execute forms that are necessary to the proper administration of the plan within twelve months of retirement by reason of length of service, as defined in subsection F.1. of this subsection.

G. Uniformed employees covered under the LEOFF Retirement System-Plan I shall apply for disability retirement under RCW 41.26.120.

H.1. 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. A furloughed employee shall not be eligible to take or be paid for sick leave in lieu of taking a budgetary furlough day.

2. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but 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. A furloughed employee who is on county family medical leave as provided for in this section shall retain county benefits during furlough days.

3. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority. A furloughed employee shall not be eligible to take or be paid for vacation leave in lieu of sick leave in lieu of taking a furlough day. Sick leave shall be used 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 sick leave and workers' compensation time loss payments for physical incapacity due to any injury or occupational illness that 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 but only if the employee's appointing authority has approved the use of sick leave for those 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 employee has been employed by the county for twelve months or more and has worked a minimum of nine hundred ten hours for a thirty-five-hour employee or one thousand forty hours for a forty-hour employee in the preceding twelve months;

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

(3) the reason for the leave is one of the following:

i. 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;

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

iii. care of a family member who suffers from a serious health condition.

I. 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 as provided in subsection H.3.f. and g. of this section, 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:

1. 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 appointing authority;

2. 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

3. If an employee requests intermittent leave or leave on a reduced leave schedule under subsection I.2. of this section that is foreseeable based on planned medical treatment, the appointing authority 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.

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

K. The county shall continue its contribution toward health care benefits during any unpaid leave taken under subsection I. of this section.

L. 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.

M. 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:

1.a. the same position he or she held when the leave commenced; or

b. a position with equivalent status, benefits, pay and other terms and conditions of employment; and

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

N. 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 service. (Ord. 16735 § 11, 2009: Ord. 16592 § 2, 2009: Ord. 16339 § 20, 2008: Ord. 15557 § 1, 2006: Ord. 13377 § 3, 1998: Ord. 12943 § 7, 1997: Ord. 12422 § 2, 1996: Ord. 12014 § 21, 1995).

ADDENDUM C

AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
Transit Design and Construction Supervisors
Interest Arbitration - Department of Transportation

RCW 49.12.270
Sick leave, time off — Care of family members.

(1) If, under the terms of a collective bargaining agreement or employer policy applicable to an employee, the employee is entitled to sick leave or other paid time off, then an employer shall allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for: (a) A child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned. The employee taking leave under the circumstances described in this section must comply with the terms of the collective bargaining agreement or employer policy applicable to the leave, except for any terms relating to the choice of leave.

(2) Use of leave other than sick leave or other paid time off to care for a child, spouse, parent, parent-in-law, or grandparent under the circumstances described in this section shall be governed by the terms of the appropriate collective bargaining agreement or employer policy, as applicable.