AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES' ASSOCIATION
Department of Transportation - Transit Staff
1/1/14 - 12/31/14

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AGREEMENT BETWEEN

KING COUNTY

AND

TECHNICAL EMPLOYEES' ASSOCIATION

Department of Transportation - Transit Staff

ARTICLE 1: PREAMBLE

These Articles constitute an Agreement between King County (County) and the Technical Employees' Association (hereinafter referred to as the "Association" or "TEA".) The intent and purpose of this Agreement is to promote a collaborative relationship between the parties and to set forth the wages, hours and working conditions of such employees as covered by this Agreement.

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

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

2.2 ***Association Membership:*** It shall be a condition of employment that all employees covered by this Agreement who are members of the Association 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 Association or pay an agency fee. Failure by an employee to satisfy the above paragraph of this section shall constitute just cause for dismissal provided TEA 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, TEA 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 Association who objects to membership in the Association on the grounds of a bona fide religious objection, in which case the employee shall pay an amount of money equivalent to the regular Association 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 Association 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 of the Association and shall transmit the same to its treasurer. The Employer shall notify the Association of changes in employment status on a monthly basis.

2.5 ***Indemnification:*** The Association 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 Association. The Association 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 TEA.

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 is 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 January 1, 2005 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

Section 1.3

Chapter 4

Chapter 5

Sections 6.5, 6.6, 6.9, and 6.13 - 6.15

Chapter 9

Sections 11.1, 11.2, and 11.4

Sections 12.4, 12.5

Sections 14.1-14.6 and 14.9-14.15

Section 15.3

Chapter 16

Chapter 17

Chapter 18

Section 19.4

Chapter 22

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.

Common Biweekly Payroll System: The County desires to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

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 TEA, 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, delay or withholding of a salary step increase, reduction of pay, 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 TEA.

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 the former position is unavailable, the individual will be offered any vacant Transit TEA represented position for which they meet the essential qualifications for the classification and the specific qualifications for the position. 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 TEA, 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 TEA.

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 of the parties in writing.

If either party fails to respond within the designated time frames, the grieving party may, at its option, continue to demand a response, or pursue the grievance to the next step of the resolution process within the required time limit.

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 TEA 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 TEA reasonably should have known of the alleged violation. A grievance filed on behalf of the County will be introduced at Step 3 of the grievance within twenty-one (21) days of when the County should have reasonably 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 TEA or the employee, within twenty (21) days of the alleged contract violation or within twenty-one (21) days of when TEA 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 TEA within fourteen (14) days after being notified of the grievance.

Step 2 - If the grievance is not resolved at Step 1, a grievance filed by TEA shall be forwarded to the Division Manager or his/her designee within twenty-one (21) days of the Step 1 written response. The grievance shall include a description of the incident, the date it occurred and the applicable provision of the collective bargaining agreement. The Division Manager or his/her designee shall convene a meeting with TEA within fourteen (14) days after receipt of the grievance. The meeting may include the aggrieved employee(s) at their option. The Division Manager or his/her designee shall answer the grievance in writing to TEA within twenty-one (21) days after the meeting.

Step 3 - TEA shall have fourteen (14) days from the issuance of the Step 2 response to advance the grievance to Step 3, otherwise the grievance shall be presumed to be resolved. TEA's request to advance the grievance to Step 3 must be made in writing to the Director of the King County Office of Labor Relations or designee copying the Labor Negotiator. The TEA representative must

sign the request to advance a grievance to Step 3.

The Director of the King County Office of Labor Relations or designee will schedule a meeting with the TEA staff representative and employee, if desired, within thirty (30) days of the referral to Step 3. The Director or designee shall issue a written decision within fourteen (14) calendar days of the Step 3 meeting.

A grievance filed by the County shall be filed with the TEA President. The grievance shall include a description of the incident, the date it occurred and the applicable provision of the collective bargaining agreement.

Step 4 - If the grievance is not resolved at Step 3, either of the signatory parties to this agreement may submit the grievance to binding arbitration. Within thirty (30) days of the Step 3 response either party may file a Demand for Arbitration. TEA's demand will be filed with the Director of the Office of Labor Relations Section or designee. The County's demand will be filed with the TEA President.

After the Demand for Arbitration is filed, the County and TEA 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, TEA and the employee involved.

3) The cost of the arbitrator shall be borne equally by the County and TEA, 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.

6.4 ***Mediation:*** At any step in the process by mutual agreement the parties may submit the dispute to mediation. If the mediation is not successful the grievance will be reinstated at the step it was prior to submission to mediation.

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 for non-exempt employees 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 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 shall be added to the vacation bank in the pay period that includes the first day of November. 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 non-exempt 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. Non-exempt 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 non-exempt 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.

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.

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 ***Maximum Accrual:*** Employees eligible for vacation leave may accrue up to 480 hours vacation prorated to reflect their normally scheduled workday. Employees eligible for vacation leave shall use vacation leave beyond the maximum accrual amount prior to the end 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.

8.8 ***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.

8.9 ***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.

8.10 ***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.

8.11 ***Limited use on Probation:*** During the first six (6) months of County service, employees eligible to accrue vacation leave may not use any accrued days of vacation leave. If an employee does not work a full six (6) months, any vacation leave used for sick leave must be reimbursed to the County upon termination. This paragraph does not apply to employees using accrued vacation leave for a qualifying event under the Washington Family Care Act or as otherwise required by law.

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.

8.12 ***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 vacation not used within 90 days or due to the death of the receiving employee shall revert to the donor.

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. 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. This paragraph does not apply to employees using accrued vacation leave for a qualifying event under the Washington Family Care Act or as otherwise required by law.

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 employee.

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.

H. Leave eligible employees who do not qualify for use of sick leave as provided under 9.10.G can use sick leave in the maximum amount of three (3) days per calendar year when an employee is required to care for an immediate family member who suffers from a serious health condition; except, if the immediate family member is a child as defined in 9.13 in which case the use of sick shall not be limited to three (3) days.

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 text of the King County Family Medical Leave Act is attached as Addendum B.

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 not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. 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 not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. 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. Unused donated vacation and sick leave will be reconverted based on the donor's straight time hourly rate at the time of re-conversion. 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 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.

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 request 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 FLSA non-exempt 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 TEA, 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 (1.5X) 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:*** TEA 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:

1. Transit Engineers
2. Transit Designers
3. Transit Construction Management
4. Transit Project Control Engineer
5. Project/Program Manager
6. Administrative Specialist
7. Administrator
8. Business and Finance Officer
9. Real Property Agent
10. Transit Environmental Planner
11. Database Administrator

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 or into another classification in the bargaining unit in which he or she obtained regular status.

12.5 ***Example:***

1. Employer decides to layoff an Engineer III.

2. There are 3 Engineer IIIs. One with 2 years as an Engineer III, one with 4 years, one with 6 years.

3. The Engineer III with 2 years will be laid off.

4. The laid off Engineer III may try to bump into a lower classification in the series or into another classification in the bargaining unit in which he or she obtained regular status. If the Engineer III had 2 prior years as an Engineer II, the Engineer III has 4 years for purpose of bumping into the Engineer II 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, TEA activities, marital status, physical, mental or sensory disability.

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION

14.1 ***No Work Stoppages:*** The County and the Association 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 Association 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 Association 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 occurs.

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

ARTICLE 15: MEDICAL, DENTAL AND LIFE PLAN

Effective as soon as practicable, the County will provide medical, dental and life insurance plans for all benefit eligible employees in accordance with those plans currently in effect as of January 1, 2013. This will include the current KingCare and Group Health medical plans as it applies to all other county employees with the exception of the King County Police Officers Guild.

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 Wage rates under this Agreement shall be retroactive to January 1, 2014. The 2014 salaries for employees in the bargaining unit are set forth in Addendum A of this agreement.

17.2 ***2014 Wage Rates: 2014 COLA:*** Effective January 1, 2014, 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, which amounts to 1.67%.

17.3 ***Step Increase and Merit Pay:*** Upon satisfactory completion of a six (6) month probationary period, regular employees shall be advanced to Step 2, if the rate currently held is Step 1. A one-step increase for completion of probation for regular employees at Step 2 or above is permissive, and may be given at the discretion of the appointing authority.

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 the equivalent of one step as per existing practice 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.

ARTICLE 18: EMPLOYEE RIGHTS

18.1 ***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 Association 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.

18.2 ***Association Representation:*** An Employee, at his/her request has the right to Association representation at any meeting which s/he reasonably believes may leave to disciplinary action against the Employee. If the employee requests TEA representation in such a matter, the Employee will be provided reasonable time to arrange for TEA representation. The parties acknowledge that in certain instances a reasonable time may be as little as that same day.

18.3 ***Release Time and Facilities Access:***

18.3.1 ***Workplace Access:*** An employee authorized by TEA 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. TEA shall regularly submit a list of its designated representatives to the Manager of Design and Construction. If the TEA representative is making a worksite visit during his or her regular work hours, s/he will obtain agreement from his/her supervisor. Before visiting the work location, the TEA 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.

18.3.2 ***Release Time:*** When it is necessary during a TEA representative's work hours for that TEA representative to participate in County meetings (i.e. investigatory interviews, Labor-management meetings, negotiations, or grievance hearings) the TEA representative shall be on paid time. In no instance shall the release of the TEA representative for this purpose interfere with County operations. Release time shall be permitted for contract negotiations for a total of three (3) employees unless the parties agree to permit more. Other representation activities (i.e. preparation for collective bargaining, preparation for grievance hearings or arbitrations, advice on completing forms or reports requested by the County, etc.) by TEA representatives must be conducted outside of regular work hours.

18.3.3 ***Bulletin Boards:*** The County will permit the Association to post or distribute, in the Employees work locations announcement of meetings, elections of officers, and other Association materials, provide there is sufficient space beyond what is required by the County for normal

operations. Only recognized officers, stewards and authorized representatives of the TEA will be entitled to post TEA materials.

18.3.4 ***Email, photocopies, and faxes:*** The County recognizes that certain minimal use by the Association of County equipment and facilities is consistent with County business needs. Employees who are designated by TEA as representatives may make limited use of County telephones, fax machines, copies and similar equipment for the use of contract administration. Use of phones or fax machines shall not be for long distance calls. In addition, such employee representatives may use the County electronic mail system for communications relating to contract administration. Any use of county equipment or facilities must be use which is brief in duration and accumulation, and which does not interfere with or impair the conduct of official County business. The contours of this right are meant to parallel the County policy as regards the use of county telephones for personal calls. The Association understands that any communication sent on County equipment may be monitored by the County to the extent permitted by law. Any communication must adhere to any and all County policies relating to proper communication in the workplace.

ARTICLE 19: CONTRACTING OUT

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

19.2 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 TEA 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.

19.3 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.

19.4 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.

19.5 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 19.1.

ARTICLE 20: BUS PASSES

20.1 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.

20.2 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.

20.3 ***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 agreed to by the County and the employee and shall be reimbursed at the rate established by the Internal Revenue Service.

ARTICLE 21: WORK-OUT-OF-CLASSIFICATION

21.1 ***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.

21.2 ***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.

21.3 ***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.

21.4 ***Pay on Special Duty:***

A. Pay for a special duty assignment shall be to the bottom of the pay range of the existing higher-level job classification or to a pay step in the existing higher classification that provides the step equivalent of 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 of range 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.

21.5 ***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 Service 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 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 a fully completed PDQ to applicable SDM, whichever is less (incomplete PDQ'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 the bottom of the new pay range or the step equivalent of approximately 5 percent above the employee's current rate of pay, whichever is highest.

D. Appeal. The County and the Association 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 Association 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 22: 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 TEA'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 23: PROMOTIONS

The County and the Association 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 within the Design and Construction Section
- Enhances employee morale

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

- 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 Association and outside the Association 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 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 Association 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 24: DURATION

This Agreement shall become effective upon the conclusion of the approval process by King County and cover the period January 1, 2014 through December 31, 2014.

Either party may initiate negotiations upon written notice to the other within one hundred eighty (180) days of the expiration of this Agreement or at a mutually agreed time.

APPROVED this 25th day of ~~March~~ April, 2014.

By: _____

King County Executive

Technical Employees' Association:

_____

Adé Franklin, President

cba Code: 427

ADDENDUM A - Wages
Technical Employees' Association
Department of Transportation - Staff, Interest Arbitration

Union Code: W2

Job Class Code	PeopleSoft Job Code	Classification Title	2014 Top of Range
4200100	421114	Administrative Office Assistant	$22.40
4201100	421218	Administrative Specialist I	$24.62
4201200	421325	Administrative Specialist II	$27.05
4201300	421417	Administrative Specialist III	$29.76
2131100	214110	Business and Finance Officer I	$33.27
2131200	214214	Business and Finance Officer II	$39.36
2131300	214309	Business and Finance Officer III	$43.62
2131400	214415	Business and Finance Officer IV	$49.12
7321200	734809	Database Administrator - Journey	$41.45
7321300	734909	Database Administrator - Senior	$49.12
2441100	243112	Project/Program Manager I	$39.57
2441200	243217	Project/Program Manager II	$44.52
2441300	243313	Project/Program Manager III	$50.13
2441400	243409	Project/Program Manager IV	$56.44
2634100	264803	Real Property Agent I	$31.62
2634200	264903	Real Property Agent II	$41.45
2634300	265003	Real Property Agent III	$45.84
2634400	265103	Real Property Agent IV	$51.63
2502100	252603	Special Project Manager I	$54.34
2502200	252702	Special Project Manager II	$56.99
7143100	717302	Transit Construction Management I	$31.62
7143200	717402	Transit Construction Management II	$37.43
7143300	717502	Transit Construction Management III	$43.62
7143400	717602	Transit Construction Management IV	$51.63
7143500	717703	Transit Construction Management V	$57.13
7143600	717803	Transit Construction Management VI	$60.12
7142100	717902	Transit Designer I	$25.57
7142200	718002	Transit Designer II	$30.05
7142300	718102	Transit Designer III	$34.98
7142400	718202	Transit Designer IV	$37.43
7142500	718302	Transit Designer V	$41.45
7142600	718402	Transit Designer VI	$49.12
7140100	714202	Transit Engineer I	$34.98
7140200	714302	Transit Engineer II	$41.45
7140300	714402	Transit Engineer III	$49.12
7140400	714502	Transit Engineer IV	$54.34
7140500	714602	Transit Engineer V	$57.13
7140600	714702	Transit Engineer VI	$60.12
2423100	242602	Transit Environmental Planner	$49.12
7141100	718502	Transit Project Control Engineer I	$34.98
7141200	718602	Transit Project Control Engineer II	$41.45
7141300	718702	Transit Project Control Engineer III	$49.12
7141400	718802	Transit Project Control Engineer IV	$54.34

ADDENDUM B
Title 3.3.12
Personnel System
3.12.220 Sick leave and time off for medical and family reasons

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

A. Except for employees covered by K.C.C. 3.12.220.G, 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. 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 K.C.C. 3.12.220.G, 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 such position are accumulated in an amount sufficient to pay the cost of the cashout. 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.

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 non-represented 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. 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 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. 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. Sick leave shall be used for the following reasons:

1. 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;

2. The employee's incapacitating injury, but:

a. 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;

b. 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;

c. an employee may not collect sick leave and 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;

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

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

5. The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments;

6. 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

7. To care for other family members, if:

a. the employee has been employed by the county for twelve months or more and has worked a minimum of nine hundred ten hours (thirty-five--hour employee) or one thousand forty hours (forty-hour employee) in the preceding twelve months;

b. 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

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

ADDENDUM B
Title 3.3.12
Personnel System
3.12.220 Sick leave and time off for medical and family reasons

(1) 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;

(2) 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

(3) 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 K.C.C. 3.12.220.H.6. and K.C.C. 3.12.220.H.7, 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 K.C.C. 3.12.220.I.2 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 K.C.C. 3.12.220.I.

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 ordinance 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. 15557 § 1, 2006: Ord. 13377 § 3, 1998: Ord. 12943 § 7, 1997: Ord. 12422 § 2, 1996: Ord. 12014 § 21, 1995).