

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

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

11 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

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

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

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

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

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

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

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

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

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

7 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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**ARTICLE 4: VACATION LEAVE**

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

***Section 1.***

<b>Full Years of Service</b>	<b>Annual Vacation Leave in Days</b>
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 26 and beyond	30

***Section 2.*** Vacation accrual rates for an employee who works other than the full time schedule shall be prorated to reflect his or her normally scheduled work week.

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

***Section 4.*** Employees eligible for vacation leave may accrue up to sixty days (480 hours) vacation leave. Such employees 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

1 beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the  
2 maximum amount unless the reason for the carryover of such vacation leave is because of cyclical  
3 workloads, work assignments or other reasons as may be in the best interests of the County.

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

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

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

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

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

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

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

27 **Section 12.** If King County determines that vacation cashout is a benefit that can become  
28 available to represented employees; the parties shall reopen negotiations for the purpose of

1 negotiating a basis and terms for providing cashout benefit to members of this bargaining unit.

2 **ARTICLE 5: OTHER LEAVES**

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

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

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

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

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

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

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

28 C. Time off from work for the purpose set out above in excess of five (5) working

1 days will be subject to the terms of this Agreement.

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

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

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

17           **Section 6. Inclement Weather:**

18                   **A. Pay for employees in case of facility closure.**

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

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



1                   2. Where a department or division director or agency administrator closes  
2 operations in his or her agency during the work day or orders employees to leave the premises  
3 because of safety concerns, employees scheduled to work will be paid for the normally scheduled  
4 work day.

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

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

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

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

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

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

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

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

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

27                   **Section 2.** During the first six months of service, employees eligible to accrue vacation leave  
28 may, at their immediate supervisor's discretion and in accordance with applicable law, use any

1 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six  
2 months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

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

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

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

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

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

1 aside a reserve of up to eighty hours of accrued sick leave. An employee may choose to use sick  
2 leave or other paid time off for the following reasons:

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

6           B. The employee's incapacitating injury, but:

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

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

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

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

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

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

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

24           G. To care for other family members, if:

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

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

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

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

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

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

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

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

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

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

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

28                   **Section 11.** Department management is responsible for the proper administration of the sick

1 leave benefit. Verification from a licensed health care provider may be required to substantiate the  
2 health condition of the employee or family member for leave requests.

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

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

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

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

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

### 13 **ARTICLE 7: HOLIDAYS**

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

- 15 • January 1, New Year's Day;
- 16 • Third Monday in January, Martin Luther King, Jr. Birthday;
- 17 • Third Monday in February, President's Day;
- 18 • Last Monday in May, Memorial Day;
- 19 • July 4, Independence Day;
- 20 • First Monday in September, Labor Day;
- 21 • November 11, Veteran's Day;
- 22 • Thanksgiving Day and the day immediately following;
- 23 • December 25, Christmas Day;
- 24 • Special or limited holidays as declared by the president or governor, and as  
25 approved by the council;
- 26 • Such other days in lieu of holidays as the council may determine;
- 27 • Employees eligible for leave benefits shall be granted two personal holidays to be  
28 administered through the vacation plan; provided, that the hours granted to

1 employees working less than a full-time schedule shall be prorated to reflect their  
 2 normally scheduled work day. One day shall be credited to the employee's leave  
 3 balance on the first of October and one day on the first of November.

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

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

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

#### 14 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

15 **Section 1. The employees will receive the following cost of living allowances:**

16 **A. 2012 Wage Rate.** Employees shall be eligible to receive 90% of the annual  
 17 average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for  
 18 Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current  
 19 year). Zero floor and no ceiling. This amount is known to be 1.63%.

20 **B. 2013 Wage Rate.** Employees shall be eligible to receive 95% of the annual  
 21 average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for  
 22 Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current  
 23 year). Zero floor and no ceiling. This amount shall then be reduced by 1.0% and is known to be  
 24 2.09%.

25 **C. 2014 Wage Rate.** Employees shall be eligible to receive 95% of the annual  
 26 average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for  
 27 Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current  
 28 year). Zero floor and no ceiling. This amount shall then be reduced by 1%.

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

9           **Section 2.**

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

13           **Section 3.** Employees who are at the top step of their salary range will be eligible for a merit  
14 increase of either 2.5% or 5% above the top step, at the County's discretion. Employees are eligible  
15 for the merit increase who have achieved a performance rating of "outstanding" (at least 4.34 on a  
16 scale of 1-5) in two consecutive years. An employee's performance rating and a decision to grant a  
17 merit increase is not subject to the grievance and arbitration provisions of this contract.

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

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

25           **ARTICLE 9: HOURS OF WORK AND OVERTIME**

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

1 supervisor.

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

7 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

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

11 **ARTICLE 11: MISCELLANEOUS**

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

15       **Section 2. Classification Specifications:** The County shall furnish the Union with specific  
16 classification specifications for classifications in the bargaining unit descriptive of the function, scope  
17 and complexity of the position and the knowledge, abilities and qualifications for the position. The  
18 County and the Union shall meet to review proposed modifications and revisions to said  
19 specifications and will negotiate impacts prior to implementation.

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

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

27       **Section 5. Bus Passes:** The County will provide all regular employees with bus passes at no  
28 cost in accordance with current practice and County ordinance. Further, any member of the



1 bargaining unit who was entitled to a retiree bus pass prior to the January 1, 1996 merger with King  
2 County shall continue to be eligible for a retiree bus pass.

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

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

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

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

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

27 If the Human Resources Division of the Department of Executive Services determines that an  
28 employee should be reclassified, the reclassification will be effective the date the final PDQ was

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

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

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

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

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

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

1           **Section 9. Training:** The County recognizes the benefit of training and will provide  
2 information and access to training opportunities for employees, within budgeted appropriations. The  
3 decision to provide training opportunities will be based upon, but not limited by, the overall  
4 objectives of encouraging and motivating employees to improve their work performance.

5           An employee enrolled in a degree program that the County determines to be job-related may  
6 be eligible to receive reimbursement from the County for up to 50% of this program.

7           An employee who takes individual classes or courses that the County determines to be job-  
8 related may be eligible to receive reimbursement from the County for up to 100% of class fees or  
9 course fees. The decision to provide any reimbursement or initial course approval is solely based  
10 upon the County's discretion and is subject to financial constraints.

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

14           **Section 11. Lateral Transfers:** Prior to the initiation of any competitive process to fill a  
15 vacant bargaining unit position, regular employees of the bargaining unit holding the same  
16 classification as that of the vacant position shall be given the opportunity to make a lateral transfer to  
17 the vacant position. Such lateral transfers shall be accomplished pursuant to the following procedure:

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

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

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

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

28           E. An employee who laterally transfers or achieves the lateral position through the

1 competitive examination process shall be required to serve a probationary period in the new position.

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

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

14       **Section 14. Accidental Death Benefit – Criminal Assault:** The County provides special  
 15 coverage in the event of a felonious assault. The maximum benefits payable is \$50,000 for death,  
 16 dismemberment, loss of sight, or permanent total disability, less any amount payable under a group  
 17 life or accidental death and dismemberment policy.

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

- 20           1. A minimum of two employees will be sent.
- 21           2. The employees will be provided functional communication equipment (cell phone,  
 22 Nextel, etc.).
- 23           3. A known itinerary will be established, so the supervisor will know if a home visit  
 24 team is overdue.

## 25 **ARTICLE 12: DISCIPLINE**

26       **Section 1. Just Cause:** The County may discipline an employee for just cause. If the County  
 27 determines to impose disciplinary action against any employee for any reason, the employee shall be  
 28 apprised of his/her rights of appeal and representation. Discharge during an employee's probationary

1 period is not subject to the grievance procedure since such employees serve at-will.

2       **Section 2. Personnel Records:** An employee may request, after a minimum of two years, to  
 3 have records of written reprimands removed from the employee's personnel file. The County will  
 4 consider the request if no related violations have occurred since the reprimand was issued. The  
 5 employee has the right to have placed in his/her personnel file rebuttals to any written  
 6 communications from County managers or supervisors. Employees may request to have included in  
 7 the personnel file any written documentation that reflects favorably on the employee's conduct or  
 8 work quality. Nothing in this section shall prevent the County and the Union from reaching a  
 9 mutually acceptable agreement regarding the removal or revision of personnel records as the result of  
 10 a grievance settlement.

### 11 **ARTICLE 13: PERFORMANCE APPRAISALS AND MEMOS**

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

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

### 15 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

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

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

#### 25       **A. Definition.**

26       Grievance - An issue raised by an employee relating to interpretation of his/her  
 27 rights, benefits, or conditions of employment as contained in this Agreement. Probationary  
 28 employees shall not have the right to pursue grievances over terminations of employment but shall be

1 able to pursue grievances as otherwise provided in this Section. The express language of the  
2 collective bargaining agreement is controlling. This does not preclude either party from submitting  
3 County policies or procedures as collaborating evidence in a grievance.

4 **B. Procedure.**

5 *Step 1.* A grievance shall be verbally presented by the aggrieved employee  
6 and his/her representative, if the employee wishes, within fifteen (15) working days of the date when  
7 the employee could reasonably be expected to know of the basis for a grievance, to the employee's  
8 supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and  
9 notify the employee within ten (10) working days. If a grievance is not presented in writing to the  
10 next level within ten (10) working days, it shall be presumed resolved.

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

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

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

1 The Union representative must sign the request to advance a grievance to Step 4.

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

5 *Step 5.* If the grievance is not pursued to arbitration within thirty (30) working  
6 days of receipt of the Step 4 decision or meeting whichever occurs first, it shall be presumed  
7 resolved. If Arbitration has been timely requested, the parties may with mutual consent attempt  
8 Grievance Mediation. The process will use a mutually acceptable mediator and conclude within  
9 thirty (30) days after the mutual request.

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

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

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

27 No matter may be arbitrated which the County by law has no authority over, has no authority  
28 to change, or has been delegated to any civil service commission or personnel board as defined in

1 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

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

5 A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP  
6 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a  
7 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise  
8 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair  
9 Labor Practice.

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

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

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

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

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

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

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

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

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

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



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

6           To initiate this process, the employee will request a dispute resolution meeting with his/her  
 7 immediate supervisor. The employee and his/her supervisor will then meet in an attempt to resolve  
 8 the dispute. The supervisor may provide the employee with a written summary of the meeting and  
 9 outcome.

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

#### 14 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

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

#### 18 **ARTICLE 16: SAVINGS CLAUSE**

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

#### 25 **ARTICLE 17: EMPLOYEE RIGHTS**

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

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

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

7           **Section 4.** The employee and/or representative may examine the employee's personnel file(s)  
8 if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job  
9 performance or personal character shall be brought to his or her attention. The employee may  
10 challenge the propriety of including it in the file(s). The employee shall have the right to insert  
11 documentation into the file(s), providing such documentation is relevant to the challenge.  
12 Unauthorized persons shall not have access to employee files or other personal data relating to their  
13 employment.

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

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

1 prosecuting attorney in accordance with KCC 4.13.020(B).

2 **ARTICLE 18: UNION REPRESENTATION**

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

7 *Section 2.* Authorized representatives of the Union may have reasonable access to its  
8 members in County facilities for transmittal of information or representation purposes before work  
9 and during lunch breaks or other regular breaks as long as the work of the County employees and  
10 services to the public are unimpaired. Prior to contacting members in County facilities, such  
11 authorized agents shall make arrangements with the division manager.

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

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

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

24 **ARTICLE 19: WORK STOPPAGES AND EMPLOYER PROTECTION**

25 *Section 1.* The County and the Union agree that the public interest requires efficient and  
26 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
27 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
28 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned

1 duties, sick leave absence which is not bona fide, or other interference with County functions by  
 2 employees under this Agreement and should same occur, the Union agrees to take appropriate steps  
 3 to end such interference. Any concerted action by any employee in the bargaining unit shall be  
 4 deemed a work stoppage if any of the above activities have occurred. Being absent without  
 5 authorized leave shall be considered as an automatic resignation. Such a resignation may be  
 6 rescinded by the division manager/designee if the employee presents satisfactory reasons for his/her  
 7 absence within three (3) calendar days of the date his automatic resignation became effective.

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

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

15 a. Discharge.

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

17 **ARTICLE 20: REDUCTION IN FORCE**

18 ***Section 1. Layoff Process:***

19 1. When a reduction in force is anticipated for career service positions, the County  
 20 and Union will meet and jointly endeavor to find ways to minimize or eliminate the actual reduction  
 21 of positions. The County and the Union will jointly endeavor to find ways to minimize or eliminate  
 22 the number of employees who must be laid off (for example: reassign employees to vacant positions,  
 23 locate temporary placement in other departments, encourage leaves of absence, or allow job-sharing,  
 24 etc.)

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

27 3. An employee subject to layoff who is not placed in a vacant position may bump the  
 28 least senior employee in the same classification within the Division. An employee subject to layoff,

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

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

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

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

18 **Section 3. Notice:** When elimination of a position will result in an employee being laid off,  
19 the County will provide written notice to the Union and the affected employee at least 90 calendar  
20 days prior to the effective date of the layoff.

21 **Section 4. Recall:**

22 1. A career service employee who is laid off will have general recall rights to other  
23 vacant County positions, for a period of two years following the employee's layoff. In addition, the  
24 employee will retain specific recall rights to the position from which he/she was laid off from for an  
25 additional one-year period following the end of the two-year general recall period. During the three-  
26 year specific recall period, the employee will retain specific recall rights to the position from which  
27 he/she was laid off regardless of whether the employee has accepted a different position within the  
28 County.

1           2. When the County is filling a bargaining unit position and there are laid-off  
2 employees who have held such positions within the previous five years, the position will be offered to  
3 such employees. If there is more than one employee in such a situation, the hiring authority will  
4 decide which employee will be offered the position.

5           3. When a laid-off employee applies for, or is referred to, a bargaining unit position  
6 and such employee is unsuccessful in obtaining the position, the employee will be provided with the  
7 rationale for his or her own non-selection, interview and test scores, and other documentation used to  
8 make the determination.

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

11           **Section 5. Outplacement Services:** The County will contract with qualified firms to provide  
12 outplacement services for employees who have been notified of their impending layoff. Each  
13 affected employee will be allowed to access such outplacement services for a period of one year  
14 following receipt of his/her notice of layoff, or to a maximum expenditure of \$2,500, whichever  
15 comes first.

16 **ARTICLE 21: COMPLETE AGREEMENT**

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

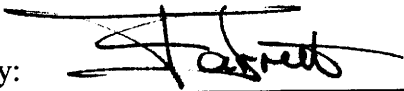
23           However, if the parties agree to bargain during the term of this Agreement, amendments and  
24 modifications may be made by the King County Executive/designee and the Union.

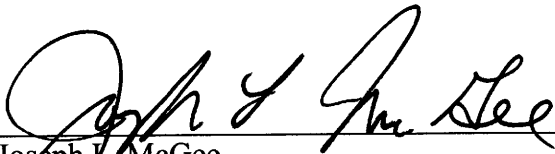
1 **ARTICLE 22: DURATION**


2 This Agreement shall become effective upon the conclusion of the approval process by King  
3 County Council and cover the period January 1, 2012 through December 31, 2014.

4 Contract negotiations for a successor agreement beginning January 1, 2015 may be initiated  
5 by either party providing to the other written notice of its intention to do so prior to September 30,  
6 2014. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

7  
8 APPROVED this 1 day of March, <sup>2013</sup>~~2012~~.

9  
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11  
12 By:   
13 King County Executive

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15  
16  
17  
18   
19 Joseph L. McGee  
20 Executive Director  
21 Professional and Technical Employees, Local 17

22  
23  
24   
25 Jacob Metzger  
26 Union Representative  
27 Professional and Technical Employees, Local 17