



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.: 7	Date:	16 Nov 2009
Ordinance No.: 2009-0614	Prepared by:	Nick Wagner

A. SUMMARY

Proposed Ordinance 2009-0614 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) between King County and the International Federation of Professional and Technical Engineers, Local 17. The CBA (Attachment 1.a, pp. 7-51 of these materials) covers about 250 employees in the Transit Division of the county Department of Transportation.

1. Term of the CBA

The CBA covers the three-year period from 1 July 2009 through 30 June 2012. *See* CBA Article 25, p. 51 of these materials.

2. The Bargaining Unit

The bargaining unit is described in the Executive's transmittal letter at p. 63 of these materials:

The employees covered by this collective bargaining agreement are integral to the effective and efficient operations of the King County Metro transit system. Employees covered by this agreement are charged with a wide variety of responsibilities, including scheduling, routing, market development, route facilities maintenance, sales and customer service. Employees also develop, implement and maintain information systems technology within the Transit Division.

3. Consistency with Labor Policies

As described in the Contract Summary (pp. 59-60 of these materials), the proposed CBA appears to be consistent with the County's adopted labor policies.

4. Pay Ranges and COLAs

Wage rates are specified in CBA Addendum A (pp. 53-56 of these materials) and are based on the 2009 King County 10-Step Hourly Squared Schedule.

The cost-of-living adjustment (COLA) for 2010 follows the typical county settlement agreed to with other unions. The adjustment is based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of 2 percent and 6 percent, respectively. (See CBA art. 8, § 1, p. 23 of these materials.) According to the Executive's Fiscal Note (p. 61 of these materials), the projected increase is 2 percent in 2010.

The CBA provides for the parties to reopen negotiations in 2010 on the subject of COLAs for 2011 and 2012. (See CBA art. 8, § 1, p. 23 of these materials.)

5. Performance Evaluations

Article 14 of the CBA (p. 32 of these materials) provides in part: "Each Employee will receive performance memos and appraisals as needed."

6. Interest Arbitration

This bargaining unit is eligible for interest arbitration. See Contract Summary, p. 60 of these materials.

7. No-Strike Provision

Article 18 of the agreement (p. 38 of these materials) prohibits "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."

B. NEW CONTRACT PROVISIONS

Although the CBA is for the most part a rollover of the previous CBA, it does include the following changes:

1. Medical verification of sick leave in some circumstances

New language in article 6, § 9, of the CBA (p. 20 of these materials) provides in part: "[I]n cases where management has documents or facts that would support an inference of a sick leave policy violation, management may require medical verification from the employee."

2. Bypass of mediation of classification disputes

New language in article 23, § 2, of the CBA (p. 49 of these materials) provides that the parties will work with the King County Alternative Dispute Resolution Program to develop a process for arbitrating classification disputes that would allow either party to bypass mediation "if mediation would be fruitless or in bad faith."

3. Other changes

A previous memorandum of agreement addressing the prorating of executive leave has been added to the CBA as article 9, § 8 (p. 25 of these materials).

In article 22, § 7 (pp. 45-47 of these materials), the layoff lists have been updated.

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive’s Fiscal Note (p. 61 of these materials). From an estimated base cost of \$25,486,343 for 2009, the CBA would result in an increase of \$509,727 in 2010. The increased cost, if any, in 2011 and 2012 will depend on the outcome of the reopened negotiation of whether to implement COLAs for those years. The Executive’s transmittal letter describes the CBA as comparing favorably with other labor settlements and being within the county’s capacity to finance (pp. 63-64 of these materials).

D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. *See* Transmittal letter, p. 64 of these materials.

INVITEES

- 1. Jacob Metzger, Union Representative, IFPTE, Local 8
- 2. David Levin, Labor Negotiator, Human Resources Division, DES

ATTACHMENTS

Page

1. Proposed Ordinance 2009-0614	5
a. Attachment A (Collective Bargaining Agreement)	7
b. Attachment B (Addendum A)	53
2. Checklist and summary of changes	57
3. Contract summary	59
4. Fiscal Note.....	61
5. Transmittal letter	63

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Signature Report

November 12, 2009

Ordinance

Proposed No. 2009-0614.1

Sponsors Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Federation of Professional &
4 Technical Engineers, Local 17 (Professional & Technical,
5 Interest Arbitration) representing employees in the
6 department of transportation; and establishing the effective
7 date of said agreement.

8
9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King
11 County and International Federation of Professional & Technical Engineers, Local 17
12 (Professional & Technical, Interest Arbitration) representing employees in the department
13 of transportation and attached hereto is hereby approved and adopted by this reference
14 made a part hereof.

15 SECTION 2. Terms and conditions of said agreement shall be effective from July
16 1, 2009, through and including June 30, 2012.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments

- A. Agreement By and Between King County and the International Federation of Professional and Technical Engineers, Local 17 Professional and Technical Interest Arbitration, B. Addendum A International Federation of Professional and Technical Engineers, Local 17 Professional and Technical, Interest Arbitration DOT, Transit Wage Addendum

1 **ARTICLE 1: PURPOSE**

2 The purpose of this Agreement is to promote the continued improvement of the relationship
3 between King County (hereinafter called the "County") and the employees represented by
4 International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the
5 "Union"). The articles of this Agreement set forth the wages, hours and other working conditions of
6 the bargaining unit employees.

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

2 **Section 1.** The County recognizes the Union as the exclusive representative of full-time
3 regular and part-time regular employees holding positions in classifications listed in Addendum A
4 and made part hereof by this reference, who work in the Department of Transportation Metro Transit
5 Division, excluding:

- 6 1. All employees in the Design and Construction Section.
- 7 2. All employees in the Finance and Administrative Services Section.
- 8 3. All employees in the Human Resources Section.
- 9 4. All employees in the General Manager's immediate staff.
- 10 5. All managerial employees and their confidential assistants.
- 11 6. All employees who have a "labor nexus" to the Employer.
- 12 7. All employees who are ineligible for representation per the terms of RCW 41.56, et
13 seq.

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

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

1 representative to which such employee would otherwise pay the dues and initiation fee. The
2 employee shall furnish written proof that such payment has been made.

3 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
4 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
5 of dues and initiation fee or representational fees as certified by the Union and transmit the same to
6 the Union. The Union will indemnify, defend and hold the County harmless against any claims made
7 and against any suit instituted against the County on account of any check-off of dues for the Union.
8 The Union agrees to refund to the County any amounts paid to it in error on account of the check-off
9 provision upon presentation of proper evidence thereof.

10 Provided further that in accordance with applicable laws, employees who object to dues and
11 fees being used for Union activities not directly related to representation may decline to be members
12 and shall pay an amount of money to the Union that is a reduction of regular dues and initiation fee,
13 as required under the law.

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

20 **Section 5.** The County will require all new employees hired, transferred, or promoted into a
21 position included in the bargaining unit to sign a form (in triplicate) which will inform them of the
22 Union's exclusive recognition. One copy of the form will be retained by the County, one by the
23 employee and the original sent to the Union. The County will notify the Union of any employee
24 leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

25 **Section 6.** The County will transmit to the Union, upon request, a current listing of all
26 employees in the unit. Such list shall indicate the name of the employee, wage rate, job classification,
27 work shift and location, and unit.

28 **Section 7.** An employee elected or appointed to office in a local of the Union which requires

1 a part or all of his/her time shall be given leave of absence without pay upon application.

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force is vested exclusively in the
3 County subject to the terms of this agreement. Except to the extent there is contained in this
4 Agreement express and specific provisions to the contrary, all power, authority, rights and
5 jurisdictions of the County are retained by and reserved exclusively to the County, including, but not
6 limited to, the right to manage the work of employees, schedule overtime work, to suspend or
7 terminate, transfer, and evaluate employees; to determine and implement methods, means and
8 assignments, establish classifications and select personnel by which operations are to be conducted,
9 including staffing levels; and to initiate, prepare, modify and administer the budget.

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1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** Employees eligible for leave benefits shall be granted holidays with pay as
3 provided for in King County Code 3.12.230 as amended and otherwise provided as follows:

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5 New Year's Day	January 1st
6 Martin Luther King, Jr's Birthday	Third Monday in January
7 Presidents' Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	
14 Christmas Day	December 25th

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16 and special or limited holidays as declared by the president or governor, and as approved by the
17 Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County
18 Council may determine.

19 **Section 2.** Employees eligible for leave benefits shall be granted two personal holidays to be
20 administered through the vacation plan; provided, that the hours granted to employees working less
21 than a full-time schedule shall be prorated to reflect their normally scheduled work day. One day
22 shall be credited to the employee's leave balance on the first of October and one day on the first of
23 November.

24 **Section 3.** Whenever a holiday falls on a Sunday, the following Monday shall be observed as
25 the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

26 **Section 4.** An employee must be in a pay status either the employee's scheduled working day
27 before or the employee's scheduled working day after a holiday in order to receive holiday pay. An
28 employee leaving County employment the day prior to the holiday shall not receive holiday pay;

1 provided, however, that an employee who has successfully completed at least five (5) years of county
2 service and who retires at the end of a month in which the last regularly scheduled working day is
3 observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day
4 before the day observed as a holiday.

5 **Section 5.**

6 A. During a pay period with a holiday week, hourly employees on a flex or alternative
7 work schedule may, with the supervisor's approval, revert to five-day work week(s) so as to be
8 eligible for holiday pay plus all non-holiday work hours for that workweek/pay period. Part-time
9 leave eligible employees shall receive pro-rated holiday pay based on their normal hours of work per
10 week in relation to a full-time schedule.

11 B. Hourly employees on alternative work schedules/flextime (working four days in
12 five or nine days in ten) who take holiday time off in excess of the holiday hours provided and do not
13 adjust their work schedules as provided in A. above shall make up the difference using accrued
14 vacation leave, comp time or leave without pay.

15 C. Holidays paid for but not worked shall be recognized as time worked for purposes
16 of determining weekly overtime for hourly employees.

17 D. Work performed on holidays by hourly employees shall be paid at one and one-half
18 (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday pay prorated
19 in accordance with their regular schedule. For example:

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

25 **Section 6.** An FLSA exempt employee, who does not work on a holiday, will not have his/her
26 leave balances or pay deducted to pay for the portion of the day not covered by holiday pay.

1 **ARTICLE 5: VACATION**

2 **Section 1.** Employees eligible for leave benefits shall be granted vacation with pay as
3 provided for in King County Code 3.12.190 as amended and as otherwise provided as follows:

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Full Years of Service	Maximum Total Days
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

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21 A. Vacation accrual rates for an employee who works other than the full time
22 schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled
23 work week.

24 B. Employees eligible for vacation leave shall accrue vacation leave from their date of
25 hire in a benefit eligible position.

26 C. Employees eligible for vacation leave shall not be eligible to take or be paid for
27 vacation leave until they have successfully completed their first six (6) months of County service in a
28 leave eligible position, and if they leave County employment prior to successfully completing their

1 first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave. The
2 terms of this provision do not apply to employees taking accrued leave for a qualifying event under
3 the Washington Family Care Act.

4 D. Employees eligible for leave shall not use or be paid for vacation leave until it has
5 accrued and such use or payment is consistent with the provisions of this Article.

6 E. No employee eligible for leave shall work for compensation for the County in any
7 capacity during the time that the employee is on vacation leave.

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

13 G. If an employee resigns from a full-time regular or part-time regular position or is
14 laid off and subsequently returns to County employment within two years from such resignation or
15 layoff, as applicable, the employee's prior County service shall be counted in determining the
16 vacation leave accrual rate under Section 1.A.

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

20 I. Employees eligible for vacation leave may accrue up to 480 hours of vacation leave,
21 prorated to reflect their normal work schedule. Such employees shall use vacation leave beyond the
22 maximum accrual amount prior to the end of the pay period that includes December 31 of each year.
23 Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the
24 vacation leave beyond the maximum amount unless the appointing authority has approved a carryover
25 of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in
26 the best interests of the county.

27 **Section 2.** Employees eligible for leave shall be paid for accrued vacation leave to their date
28 of separation up to the maximum accrual amount if they have successfully completed their first six

1 (6) months of County service. Payment shall be the accrued vacation leave multiplied by the
2 employee's regular rate of pay in effect upon the date of leaving County employment less mandatory
3 withholdings; provided that special assignments of less than 3 months shall not be considered to be a
4 part of the regular rate of pay in effect.

5 **Section 3.** FLSA exempt employees may use vacation leave in increments of not less than
6 one (1) day.

7 **Section 4.** Any regular full-time or regular part-time employee who has completed at least
8 one (1) year of service may donate to any other regular employee a portion of his or her accrued
9 vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee.
10 Donated vacation shall be converted to a dollar value based upon the donor's straight time rate.

11 Vacation donations are strictly voluntary. Employees are prohibited from offering or
12 receiving monetary or any other compensation in exchange for donating vacation hours. The number
13 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

14 Donated vacation must be used within ninety (90) calendar days. Donated vacation not used
15 within ninety days or due to the death of the receiving employee shall revert to the donor.

16 Donated vacation is excluded from vacation payoff provisions.

17 **Section 5. Reopener on Vacation Cashout.** If King County determines that vacation
18 cashout is a benefit that can become available to represented employees; the parties shall reopen
19 negotiations for the purpose of negotiating a basis and terms for providing cashout benefit to
20 members of this bargaining unit.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1.** Sick leave and family care benefits are provided to employees by way of this
3 Agreement in conjunction with federal, state and local laws. In some cases, this Agreement may not
4 be a complete statement of employees' medical leave and family care rights. To the extent that an
5 employee is entitled to greater medical leave and family care rights under applicable law, it is the
6 intent of the Parties to provide these rights to the employee. This Article shall operate in conjunction
7 with applicable law.

8 **Section 2.** Employees eligible for leave benefits shall be granted sick leave with pay as
9 provided for in King County Code 3.12.220 as amended and as otherwise provided as follows:

10 **Section 3.** The hourly accrual rates are for informational purposes only, and shall not be
11 construed to mean that bargaining unit employees are compensated on an hourly basis. Benefit
12 eligible employees shall accrue sick leave benefits at the rate equal of .04616 hours for each hour on
13 regular pay status exclusive of overtime up to a maximum of 96 hours per year; except that sick leave
14 shall not begin to accrue until the first of the month following the month in which the employee
15 commenced employment. The employee is not entitled to sick leave if not previously earned.

16 **Section 4.** Sick leave may be used for the following reasons, in addition or in conjunction
17 with those offered by law:

18 **A.** An employee personal illness; provided, that an employee who suffers an
19 occupational illness may not simultaneously collect sick leave and worker's compensation payments
20 in a total amount greater than the net regular pay of the employee;

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

22 1. An employee injured on the job may not simultaneously collect sick leave
23 and worker's compensation payments in a total amount greater than the net regular pay of the
24 employee;

25 2. An employee may not collect sick leave for physical incapacity due to any
26 injury or occupational illness which is directly traceable to employment other than with the County;

27 **C.** A female employee's temporary disability caused by or contributed to by
28 pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick

1 leave prior to taking an unpaid leave of absence for such disability;

2 D. Employee exposure to contagious diseases and resulting quarantine;

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

5 F. To care for the employee's child or the child of an employee's domestic partner if
6 the following conditions are met:

7 1. The child is under the age of eighteen;

8 2. The employee is the natural parent, step-parent, adoptive parent, legal
9 guardian, foster-care parent, a person having legal custody and control of the child, or stands *in loco*
10 *parentis* to the child;

11 3. The employee's child or the child of an employee's domestic partner has a
12 health condition requiring the employee's personal supervision during the hours of his/her absence
13 from work;

14 4. The employee actually attends to the child during the absence from work;

15 G. Up to one (1) day of sick leave may be used by an employee for the purpose of
16 being present at the birth of his/her child.

17 H. Leave eligible employees shall receive and expend sick leave benefits
18 proportionate to the employee's regular work day. For example: If a regular part-time employee
19 normally works four (4) hours per day and the department's normal work day is eight (8) hours, the
20 employee will receive four (4) hours of sick leave benefits for the month.

21 I. Employees shall be entitled to use sick leave in the maximum amount of three (3)
22 days for each instance where such employee is required to care for an immediate family member. For
23 the purpose of sick leave, the term "immediate family" means spouse, child, parent, and domestic
24 partner of the employee; and the child or parent of the spouse or domestic partner, or a person to
25 whom the employee stands/stood in loco parentis or is/was in loco parentis to the employee.

26 I. There shall be no limit on the use of sick leave to care for children under Section
27 4.F. of this Article.

28 **Section 5.** An employee who has exhausted all of his/her sick leave may use accrued

1 vacation leave as sick leave before going on leave of absence without pay, if approved by his/her
2 immediate supervisor. Notwithstanding any other provisions of this Article, an employee may use
3 either accrued sick leave or accrued vacation leave for a qualifying event to the extent allowed under
4 the Washington Family Care Act.

5 **Section 6.** Any leave eligible employee whose sick leave accrual balance exceeds one
6 hundred (100) hours may donate to any other leave eligible employees a portion of his or her accrued
7 sick leave upon written notice to the donating and receiving employees' department director(s). Sick
8 leave hour donations are strictly voluntary. No employee may donate more than twenty-five (25)
9 hours of his/her accrued sick leave in a calendar year. Employees are prohibited from offering or
10 receiving monetary or any other compensation in exchange for donating sick leave hours.

11 Donated hours shall be converted to a dollar value based upon the donor's straight time hourly
12 rate.

13 Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not
14 used within ninety (90) days or due to the death of the receiving employee shall revert to the donor.

15 Donated sick leave hours are exempt from sick leave payoff provisions.

16 **Section 7.** Sick leave may be used by employees covered by the overtime provisions of the
17 FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt
18 employees use sick leave in increments for one full workday.

19 **Section 8.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

20 **Section 9.** Division management is responsible for the proper administration of sick leave
21 benefits. In cases where management has uniform documentation to support a history of excessive or
22 patterned absenteeism, an employee may be put on written notice by the Division Manager/designee
23 that for a period not to exceed six (6) months, all sick leave usage by the employee will require
24 medical verification. Furthermore, in cases where management has documents or facts that would
25 support an inference of a sick leave policy violation, management may require medical verification
26 from the employee.

27 **Section 10.** Separation from King County employment, except by retirement or reason of
28 temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the

1 employee. Should the employee resign in good standing and return to the County within two years,
2 accrued sick leave shall be restored.

3 **Section 11.** Employees eligible to accrue sick leave, who have successfully completed at least
4 five (5) years of County employment, and who retire as a result of length of service or who terminate
5 by reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as
6 applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave
7 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
8 mandatory withholdings.

9 All payments shall be made in cash, based on the employee's hourly rate of pay, and there
10 shall be no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of
11 County health insurance at the COBRA rates.

12 **Section 12.** It is agreed that the employees covered under the terms of this Agreement shall
13 be granted medical leave benefits in accordance with the provisions of the King County Family and
14 Medical Leave Ordinance 13377 as amended and as required by federal and state law.

15 **Section 13.** Employees may use up to three (3) days of sick leave per calendar year for the
16 purpose of volunteering in a school, in accordance with existing County policies and practices.

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1 **ARTICLE 7: BEREAVEMENT LEAVE**

2 **Section 1.** If a member of a regular employee’s family dies, such employee is entitled to three
3 days off with pay for bereavement leave. If an employee requests more time, up to an additional three
4 (3) days may be used from the employee’s sick leave balance. For the purpose of bereavement leave,
5 the term “family” means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild,
6 sibling, domestic partner, and the child, parent, sibling, grandparent, or grandchild of the spouse or
7 domestic partner, or a person to whom the employee stands in loco parentis or is in loco parentis to
8 the employee.

9 **Section 2.** Regular, full-time employees who have exhausted their bereavement leave shall be
10 entitled to use up to three days of sick leave for their absence from work for each instance when death
11 occurs to a member of the employee’s immediate family.

12 **Section 3.** In the application of any of the foregoing provisions, holidays or regular days off
13 falling within the prescribed period of absence shall not be charged bereavement leave entitlements.

14 **Section 4.** For the purposes of this Section, part-time regular employees shall be entitled to
15 the same benefits on a pro-rata basis.

1 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

2 **Section 1.** Effective on January 1, 2010, the base wage rates in effect the previous
3 December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index (September
4 to September) with a maximum increase of six (6) percent but not less than two (2) percent. No later
5 than October 1, 2010, the parties will reopen negotiations solely for the purpose of negotiating any
6 cost of living allowances for 2011 and 2012.

7 **Section 2.** Employees shall receive step increases as per the attached pay schedule upon
8 completion of the probationary period and on each January 1st thereafter. All new hires will be hired
9 at a minimum of Step 2.

10 **Section 3. Top Step Merit Pay.** Employees who are at the top step of their salary range will
11 be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's
12 discretion, in accordance with the King County Merit Pay Plan. For purpose of the two-(2) year
13 waiting period for merit eligibility, employees at Step 9 of the pay range shall be treated as though
14 they are at Step 10. Step 9 will be treated as counting toward the two-(2) year waiting period
15 beginning with the year 2002. Employees are eligible for the merit increase who have achieved a
16 performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

17 An employee's performance rating and a decision to grant a merit increase is not subject to the
18 grievance and arbitration provisions of Article 15, Dispute Resolution Procedures.

19 **Section 4. Pay upon Personnel Action.** An employee who is promoted, reclassified, or
20 works outside of classification for more than 2 weeks in an acting capacity in a classification having a
21 higher maximum salary shall be placed at the nearest step in the new salary range which provides at
22 least a 5% increase above the employee's previous rate of pay in effect at the time of the personnel
23 action. Employees working outside of their classification in an acting capacity for 2 weeks or less
24 shall receive a 5% increase above the employee's previous rate of pay. However, an employee may
25 not exceed the maximum salary of the higher classification including merit pay.

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

2 **Section 1.** For hourly employees, the normal work week shall consist of five (5) consecutive
3 work days not to exceed eight (8) hours in a nine (9) hour period. The County and the Union agree
4 that alternative work schedules may be established that are mutually agreed between the employee
5 and employer.

6 **Section 2.** Hourly employees shall be compensated at the rate of time and one-half (1-1/2) for
7 all hours worked in excess of the scheduled work shift, or in excess of forty (40) hours in one
8 workweek, or work on a holiday or a regularly scheduled day off. Overtime may be paid as
9 compensatory time at the rate of time and one-half, if requested by the employee and approved by the
10 supervisor.

11 **Section 3.** FLSA-exempt employees are covered under the King County Executive Leave Pay
12 and Leave Practices for Executive Administration and Professional Employees policy(s)
13 (<http://www.kingcounty.gov/operations/policies.aspx>) and are expected to work the hours necessary
14 to perform their jobs.

15 **Section 4.** The nature of the work of many employees represented by this Agreement
16 sometimes requires them to be on-call for periods of time. Hourly employees regularly required to
17 carry notification devices (such as pagers or cell phones) during their normally scheduled time off,
18 will receive an on-call premium of \$1.00 an hour for all time assigned on call.

19 Hourly employees will be compensated for all time actually worked; however for such time
20 they will not receive the on-call premium. Hours in excess of forty (40) hours worked by hourly
21 Employees in the workweek will be paid overtime at the rate of time and one-half (1-1/2) their regular
22 rate of pay.

23 **Section 5.** Rideshare Services Representatives may choose to substitute compensatory time at
24 the rate of time and one half (1-1/2) for overtime earned on weekends or scheduled days off when an
25 employee is on-call.

26 **Section 6.** Alternative work schedules and telecommuting schedules may be established in
27 accordance with Executive Policy (<http://www.kingcounty.gov/operations/policies.aspx>). When a
28 supervisor establishes a schedule change or determines how to respond to an Employee request for

1 an alternative work schedule, he/she must consider the Employee's childcare and other family and
2 transportation needs in making the decision. If the employee does not agree with the supervisor's
3 work schedule decision, she/he may request in writing a review by the section manager. The section
4 manager's decision is final and not grievable. If an alternative work schedule is established, the
5 compensation provisions of Sections 2 and 3 of this Article, related to FLSA-eligible and FLSA-
6 exempt Employees remain applicable.

7 **Section 7.** The nature of the work of many employees represented by this Agreement
8 sometimes requires them to be on-call for significant periods of time and to work, on an on-going
9 basis, substantially in excess of the standard work schedule for other County employees. Therefore,
10 each FLSA-exempt employee will be granted a minimum of three (3) days of executive leave
11 annually. In addition to the base number of days of executive leave granted above, an FLSA-exempt
12 employee may be granted up to seven (7) additional days of executive leave when authorized in
13 writing by his/her immediate supervisor, in recognition of the additional on-call time, excess work
14 and/or performance expectations required by his/her specific position. Executive leave must be used
15 in the payroll year it was granted and cannot be carried into the next payroll year or cashed-out.

16 **Section 8.** The three (3) day minimum executive leave grant in Section 7 shall be prorated for
17 employees hired or promoted into an FLSA-exempt position covered by this Agreement as follows:

<u>Period of Employment</u>	<u>Minimum Days of Executive Leave Granted</u>
0 through 1 month	0
1 through 4 months	1
4 though 8 months	2
8 through 12 months	3

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

2 Health Benefits are negotiated and established by the Joint Labor Management Insurance
3 Committee (JLMIC). The Union and the County agree to incorporate changes to employee insurance
4 benefits as a result of any agreement of the JLMIC.

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1 **ARTICLE 11: TRAINING/REIMBURSEMENTS/LMC/BUS PASSES**

2 **Section 1.** All employees who have been authorized to use their own transportation on
3 County business shall be reimbursed at the rate established by County Council action.

4 **Section 2. Required Licenses and Certifications.** Members of the bargaining unit who are
5 required to obtain and maintain a Commercial Drivers Licenses and/or a CPR/First Aid Instructor
6 certificate shall have all related costs reimbursed including application, examinations, license, and
7 renewal fees. During the term of this Agreement additional licenses or certifications may be added by
8 mutual agreement of the parties to this contract.

9 **Section 3. Master ASE Transit Bus Certifications.** With the approval of the supervisor,
10 members of the bargaining unit who obtain and maintain a Master ASE certification in transit bus
11 shall have all registration and test fees reimbursed upon successful completion.

12 **Section 4.** The County will provide all equipment and Employees' personal foul weather gear
13 to ensure safety and/or identification for Employees based on requirements of their specific job
14 duties.

15 **Section 5.** The County may provide employees release time to attend training programs that
16 will be beneficial to their job performance. If the County requires attendance at such training
17 programs, the County will pay the expenses incurred. The County recognizes the benefit of training
18 and will provide information and access to training opportunities for Employees, within budgeted
19 appropriations. Training may also include conferences, workshops and other professional networking
20 opportunities. The decision to provide training opportunities will be based upon, but not limited by,
21 the overall objectives of encouraging and motivating Employees to improve their work performance.

22 **A.** An Employee enrolled in a degree program that the County determines to be job-
23 related may be eligible to receive reimbursement from the County for up to 50% of this program. An
24 Employee who takes individual classes or courses which management determines to be job-related
25 may be eligible to receive reimbursement from the County for up to 100% of class fees or course fees.
26 The decision to provide any reimbursement or initial course approval is solely based upon the
27 County's discretion and is subject to financial constraints; however, management shall assure that
28 over time training opportunities are distributed equitably over the work unit.

1 **B.** The Labor-Management Committee established pursuant to Section 7 of this
2 Article shall address the issue of non-traditional training.

3 **Section 6.** The Employer will provide all regular employees and retirees with bus passes at no
4 cost in accordance with current practice and County ordinance.

5 **Section 7.** The County and the Union agree to establish a joint labor-management committee
6 (LMC) for the purpose of discussing matters or concerns of either party. Grievances, unfair labor
7 practices, law suits and disciplinary matters are not subjects for discussion for the LMC. The County
8 and the Union also understand that the LMC is not a substitute for bargaining and has no authority to
9 amend the contract. Meetings will be held as needed and may be called by either party. The party
10 requesting the meeting will be responsible for coordinating the meeting. The Union and County will
11 co-chair the meeting and will determine the appropriate participants, not to exceed four (4) for either
12 party.

1 **ARTICLE 12: HIRING AND PROBATION**

2 **Section 1. Hiring.** Hiring for all bargaining unit positions will be announced by posting a
3 recruitment notice unless a pool of qualified candidates, created pursuant to this Section, is still in
4 existence and will be used to fill the position. When job announcements are posted to recruit
5 applicants for a vacant position within the bargaining unit and a pool will be created, the job
6 announcements shall notify potential applicants that applications received shall also be used to
7 establish a pool of eligible candidates to fill future vacancies in the same classification. Such notice
8 shall specify for which classifications the pool is being created. The pool of applicants established
9 pursuant to this Section shall be retained for twelve (12) months from the date of posting. If a pool is
10 used to fill a position, all qualified candidates will be considered. Candidates in the pool may update
11 their applications at any time while the pool is in effect. Qualified candidates from the pool who are
12 not hired will be notified that their applications will remain in the pool.

13 For vacant positions within the bargaining unit, at least the most qualified applicant in this
14 bargaining unit who meets the minimum requirements of the position will be offered an interview.

15 **Section 2. Probationary Period.** The applicable provisions of King County Personnel
16 Guidelines, Duration of Probationary Period, shall apply, except as modified by this section. The
17 probationary period for a new employee or a newly promoted employee shall be six months. All time
18 served in an acting capacity in the position to which an employee was ultimately hired may, at the
19 discretion of the County, be counted toward the probationary period. A probationary period may be
20 extended up to a total period of 12 months. If a probationary period is to be extended, the union must
21 be notified and a written notice of the extension must be given to the employee. Notification should
22 be provided prior to the end of the probationary period.

23 If an employee's probationary period is extended due to the fact that he/she has not received
24 adequate and consistent supervision during the probationary period, the employee will receive a
25 retroactive probationary step increase to the date the normal probationary period was completed upon
26 obtaining regular status.

27 An employee is "at will" during his/her probation and probationary terminations are not
28 subject to the grievance and arbitration provisions of this Agreement.

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If an employee was promoted from within the bargaining unit and fails to pass probation in the newly promoted position, he/she may revert back to his/her former position if it is vacant. If there is not a vacancy, the employee will be treated as a layoff candidate based on the employee's former position.

1 **ARTICLE 13: DISCIPLINE**

2 **Section 1.** No regular employee shall be disciplined except for just cause. This section shall
3 not apply to probationary employees.

4 **Section 2.** The off-duty activities of employees shall not be cause for disciplinary action
5 unless said activities are detrimental to the employee's work performance or the program of the
6 agency.

7 **Section 3.** If the County issues disciplinary action against a regular employee, the employee
8 shall be apprised of his/her rights of appeal and representation.

9 **Section 4.** The employee and/or representative may examine the employee's personnel file(s)
10 if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job
11 performance or personal character shall be brought to his or her attention. The employee shall have
12 the right to insert documentation into the file(s) that responds to said material. Unauthorized persons
13 shall not have access to employee files or other personal data relating to their employment, except as
14 otherwise authorized by law.

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

1 **ARTICLE 14: PERFORMANCE APPRAISALS AND MEMOS**

2 Each Employee will receive performance memos and appraisals as needed.

3 The Employee may appeal a performance appraisal to the next higher level of supervision.

4 Performance appraisals or memos are not grievable.

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1 **ARTICLE 15: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Grievance/Arbitration/Mediation.** King County recognizes the importance and
3 desirability of settling grievances promptly and fairly in the interest of continued good employee
4 relations and morale and to this end the following procedure is outlined. To accomplish this, every
5 effort will be made to settle grievances at the lowest possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievances.

8 **A. Definition.**

9 Grievance - An issue raised by a party relating to interpretation of his/her rights,
10 benefits, or conditions of employment as contained in this Agreement.

11 **B. Procedure.**

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

18 *Step 2.* If the grievance has not been satisfactorily resolved at Step 1, the
19 employee and his/her representative may submit the grievance to the Section Manager within ten (10)
20 workdays as stated above for investigation, discussion, and written reply. The Section Manager shall
21 make his/her written decision available to the aggrieved employee within ten (10) working days. If
22 the grievance is not pursued to the next higher level within the following ten (10) working days, it
23 shall be presumed resolved.

24 *Step 3.* If after thorough evaluation, the decision of the Section Manager has
25 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
26 Division Manager. All letters, memoranda and other written materials previously submitted to lower
27 levels of supervision shall be made available for the review and consideration of the Division
28 Manager. He/she may interview the employee and/or his/her representative and receive any

1 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
2 his/her written decision available within fifteen (15) working days. The Division Manager's final
3 pre-arbitration response must be concurred in by the Manager of the Labor Relations Section within
4 the Human Resources Division, (HRD), of the Department of Executive Services. If the matter is not
5 resolved, HRD will be the Union's contact thereafter in this process. If the grievance is not pursued
6 to the next level within thirty (30) working days, it shall be presumed resolved.

7 *Step 4.* If within thirty (30) working days of the date of response provided in
8 Step Three, the matter has not been resolved the grievance may be submitted to Arbitration. If
9 Arbitration has been timely requested, the parties may with mutual consent attempt Grievance
10 Mediation. The process will use a mutually acceptable mediator and conclude within thirty (30) days
11 after the mutual request.

12 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
13 Step Three, the Parties shall select a third disinterested party to serve as an arbitrator. In the event
14 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel
15 of five arbitrators furnished by the American Arbitration Association or the Federal Mediation and
16 Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from
17 the list by both the County representative and the Union, each alternately striking a name from the list
18 until only one name remains. The party to strike first shall be determined by a coin toss. The
19 arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision
20 promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may
21 be arbitrated which the County, by law, has no authority over, has no authority to change, or has been
22 delegated to any civil service commission or personnel board, as defined in RCW 41.56 or in Chapter
23 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

27 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
28 equally by both parties. Each party shall bear the cost of its own attorneys fees regardless of the

1 outcome of the arbitration.

2 There shall be no strikes, cessation of work or lockout during such conferences or 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
6 ULP complaint with PERC, the complaining party will notify the other party, in writing, meet, and
7 make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would
8 otherwise pass or the complaining party is seeking a temporary restraining order as relief for the
9 alleged Unfair 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 thirty
12 (30) days:

- 13 1. A meeting will be arranged by the Union representative and Employer
14 representative (or their designees) to attempt to resolve the matter.
 - 15 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 2. The parties will meet at mutually agreeable times to attempt to resolve the
19 matter.
- 20 3. If the matter is resolved, the grievance will be withdrawn.
- 21 4. If the matter is not resolved, the grievance will continue through the
22 grievance process.
- 23 5. The moving party can initiate the next step in the grievance process at the
24 appropriate time, irrespective of this process.
- 25 6. 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 **ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY**

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical
5 handicap.

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1 **ARTICLE 17: SAVINGS CLAUSE**

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

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1 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

- 20 1. Discharge.
21 2. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 19: WAIVER**

2 **Section 1.** The parties acknowledge that each has had the unlimited right within the law and
3 the opportunity to make demands and proposals with respect to any matter deemed a proper subject
4 for collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not
7 specifically referred to or covered in this Agreement.

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1 **ARTICLE 20: WORK OUTSIDE OF CLASSIFICATION**

2 It is understood by the County and the Union that an employee may be assigned in writing by
3 the section manager or designee to perform the preponderance of duties of a higher classification.
4 The notice will state beginning and anticipated end date of the assignment. The County agrees that
5 employees will not be required to perform a preponderance of the duties of a higher classification
6 except when assigned as provided in this Article and compensated per Article 8.

7 An employee will continue to receive step increases according to the Salary Schedule. If the
8 current rate of pay includes merit pay above Step 10 of the employee's current pay range, the
9 compensation for work in a higher classification will be based on the merit pay rate. At the
10 conclusion of the assignment to a higher classification, the employee will be placed on the step of the
11 pay range of the employee's regular classification that the employee would occupy if the employee
12 had remained in the regular classification.

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1 **ARTICLE 21: UNION REPRESENTATION**

2 **Section 1.** Authorized representatives of the Union may, after notifying the County official in
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for the
4 purpose of investigating grievances, but shall not conduct union business on County time.

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

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

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

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

1 **ARTICLE 22: REDUCTION IN FORCE**

2 **Section 1. Pre-Layoff Process.**

3 A. When a reduction in force is anticipated, representatives of the County will meet
4 with the Union Representative to identify the number of employees in this bargaining unit that the
5 County is anticipating for layoff. The County will demonstrate that all interns, temporary, and term-
6 limited employees that perform similar professional and technical work in the same Layoff Group
7 will be laid off prior to the layoff of members of this bargaining unit. The County and the Union shall
8 jointly endeavor to find ways to minimize or eliminate the number of employees who must be laid off
9 (e.g., reassign employees to vacant positions, locate temporary placement in other departments,
10 encourage leaves of absence, or allow job-sharing).

11 B. When the elimination of a position shall result in an employee being laid off, the
12 employee shall be selected by inverse seniority within the layoff group, as defined in Section 5 and 6
13 of this Article.

14 **Section 2. Notice.** When the elimination of a position shall result in an employee being laid
15 off, the County shall provide written notice to the Union and the affected employee at least 90
16 calendar days prior to the effective date of the layoff.

17 **Section 3. Recall Rights.**

18 A. All bargaining unit members who are laid off, whose hours of work are reduced
19 involuntarily or who accept a position with a lower pay range in lieu of layoff, shall be placed on the
20 layoff recall list for two years from the date of layoff. In addition, the employee shall retain specific
21 recall rights to the position from which she/he was laid off for an additional one (1) year following
22 the end of the two (2) year general recall period. During the three (3) year specific recall period, the
23 employee shall retain specific recall rights to the position from which s/he was laid off regardless of
24 whether the employee has accepted a different position within the County. Refusal to accept re-
25 employment in a position with a lower salary range or with fewer working hours than the employee
26 held at the time of layoff shall not be cause for removal from the recall list.

27 B. When the County is filling a bargaining unit position and there are laid-off
28 employees who have held such positions within the previous five (5) years, the employees shall be

1 notified of the vacancy and be afforded an opportunity to apply for the vacant position. The
2 notification requirement is fulfilled by sending such notification to the employee's last known address
3 of record.

4 C. An employee who is recalled from layoff within two (2) years shall have all his/her
5 sick leave balance and vacation accrual rates restored.

6 **Section 4. Outplacement.** The County will provide access to outplacement services for
7 employees who have been notified of their impending layoff. If the County does not provide
8 outplacement services that the parties mutually agree meet the needs of the employee, each affected
9 Employee will be allowed to access non-King County outplacement services for a period of one (1)
10 year following receipt of their notice of layoff, or to a maximum expenditure of \$2,500, whichever
11 comes first.

12 **Section 5. Seniority Defined.**

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

19 B. Seniority is portable in a reciprocal manner between this bargaining unit and the
20 employees in the Planning unit of the Local 17 non-interest arbitration Professional and Technical
21 Department of Transportation bargaining unit.

22 C. An employee who has obtained career service status in any bargaining unit
23 classification and who moves into a position in King County outside of the bargaining unit (with the
24 exception of Section 5.B. above), shall retain his/her layoff seniority in the bargaining unit covered by
25 this contract for one (1) year from the date of transfer.

26 D. An Employee who is granted a voluntary leave of one (1) year or less or who
27 resigns from County employment for education or professional development or is laid off and is
28 rehired within two (2) years or less maintains their seniority date. However, if said employee is

1 gone for more than the above allotted time, upon return to the bargaining unit, he/she will receive a
2 new seniority date reflecting the date of hire.

3 **E. Acting.**

4 An employee who is not a member of the bargaining unit working in an acting
5 capacity in a bargaining unit position who is immediately hired permanently to that position shall
6 have his or her seniority date reflect the start date of the contiguous acting assignment.

7 **Section 6.** Layoffs shall be by least seniority within the following Layoff Groups by subgroup
8 or classification, whichever is applicable. When new job classifications are added to the unit, the
9 Union and the County will meet to mutually determine the placement of each new classification into
10 one of the existing layoff groups or to its own classification group.

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Section 7. Layoff Groups.

Paratransit/ Rideshare Operations Layoff Group	Vehicle Maintenance Layoff Group	Sales & Customer Services Layoff Group	Research Mgmt. Information Layoff Group
<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Customer Services Coordinator ○ Customer Services Coordinator - Lead ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ Project/Program Manager II ○ Transportation Planner <p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ Applications Developer - Senior ➤ Business & Finance Officer II ➤ IT Project Manager II ➤ Maintenance/Planner Scheduler ➤ Project/Program Manager III ➤ Rideshare Services Representative ➤ Transportation Planner III ➤ Vanpool Risk Specialist 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Transit Vehicle Procurement Administrator ○ Transit Maintenance Analyst ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ Project/Program Manager II ○ Functional Analyst III <p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ Administrator II ➤ Business & Finance Officer II ➤ Business and Finance Officer IV ➤ Functional Analyst IV ➤ Occ. & Educ. Training Program Coordinator 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Functional Analyst III ○ IT Specialist - Master ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ Marketing Specialist I ○ Marketing Specialist II ➤ <u>Layoff subgroup C</u> <ul style="list-style-type: none"> ○ Customer Services Coordinator ○ Customer Services Coordinator - Lead ○ Transportation Planner I ➤ <u>Layoff subgroup D</u> <ul style="list-style-type: none"> ○ Educator Consultant II ○ Project/Program Manager II <p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ Business & Finance Officer II ➤ Business & Finance Officer III ➤ Database Administrator - Journey ➤ Marketing & Sales Specialist III ➤ Project/Program Manager I ➤ Project/Program Manager III ➤ Project/Program Manager IV 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Project/Program Manager I ○ Project/Program Manager II <p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ Project/Program Manager III ➤ Project/Program Manager IV

<p>Safety Layoff Group</p>
<p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> ➤ Administrator I ➤ Safety & Health Administrator IV

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Power & Facilities Layoff Group	Information Technology Layoff Group	Operations Layoff Group	Transit Security Layoff Group
<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Transportation Planner II ○ Project/Program Manager II ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ Environmental Scientist II ○ Environmental Scientist III <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Business & Finance Officer III ➤ Data Administrator ➤ Database Administrator - Sr ➤ Lead Senior Buyer ➤ Maintenance/Planner Scheduler ➤ Occ. & Educ. Training Program Administrator ➤ Power Distribution Technical Assistant ➤ Project/Program Manager III ➤ Project/Program Manager IV ➤ Transportation Planner III 	<ul style="list-style-type: none"> ➤ <u>Layoff subgroup A</u> <ul style="list-style-type: none"> ○ Applications Developer - Master ○ Applications Developer - Senior ➤ <u>Layoff subgroup B</u> <ul style="list-style-type: none"> ○ IT Systems Specialist - Senior ○ IT Systems Specialist - Journey ➤ <u>Layoff subgroup C</u> <ul style="list-style-type: none"> ○ GIS Specialist - Journey ○ GIS Specialist - Senior ➤ <u>Layoff subgroup D</u> <ul style="list-style-type: none"> ○ Project/Program Manager I ○ Project/Program Manager II <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Database Administrator - Senior ➤ Database Administrator - Master ➤ Database Administrator - Journey ➤ Distributed LAN/PC Supervisor ➤ IT Project Manager II ➤ LAN Administrator - Journey ➤ LAN Administrator - Senior ➤ Project/Program Manager III ➤ Project/Program Manager IV ➤ Systems Architect ➤ Systems Engineer - Senior 	<ul style="list-style-type: none"> <u>Layoff by Classification</u> <ul style="list-style-type: none"> ➤ Applications Developer - Senior ➤ Communications Specialist III ➤ Project/Program Manager I ➤ Project/Program Manager IV ➤ Transportation Planner III ➤ Administrator III 	<ul style="list-style-type: none"> <u>Layoff by Classification</u>

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Service Development - Service Planning/Scheduling Layoff Group	Service Development - Market Development Layoff Group	Service Development - Route Facilities Layoff Group	Service Development - Speed & Reliability Layoff Group
<ul style="list-style-type: none"> ➤ Layoff subgroup A <ul style="list-style-type: none"> ○ Transportation Planner (all levels) ○ Project/Program Manager (all levels) Layoff by Classification <ul style="list-style-type: none"> ➤ GIS Specialist 	<ul style="list-style-type: none"> ➤ Layoff subgroup A <ul style="list-style-type: none"> ○ Transportation Planner (all levels) ○ Project/Program Manager (all Levels) 	<ul style="list-style-type: none"> ➤ Layoff subgroup A <ul style="list-style-type: none"> ○ Transportation Planner (all levels) ○ Project/Program Manager (all Levels) 	<ul style="list-style-type: none"> ➤ Layoff subgroup A <ul style="list-style-type: none"> ○ Transportation Planner (all levels) Layoff by Classification <ul style="list-style-type: none"> ➤ Database Specialist ➤ IT Project Manager ➤ Engineer II ➤ Engineer III ➤ Engineer IV ➤ Project/Program Manager I

Service Development Manager's Office Layoff Group	Rail Layoff Group
<ul style="list-style-type: none"> ➤ Layoff subgroup A <ul style="list-style-type: none"> ○ Transportation Planner (all levels) Layoff by Classification <ul style="list-style-type: none"> ➤ Business & Finance Officer II 	<ul style="list-style-type: none"> Layoff by Classification <ul style="list-style-type: none"> ➤ Business & Finance Officer III ➤ Rail SCADA Systems Specialist

1 **ARTICLE 23: CLASSIFICATION/RECLASSIFICATION**

2 **Section 1. Classification.** The County shall furnish the Union with specific classification
3 specifications for classifications in the bargaining unit. The County and the Union shall meet to
4 review proposed modifications and revisions to said specifications and where such revisions have
5 significant impact on working conditions will negotiate the resulting impacts.

6 **Section 2. Reclassification.** Requests for reclassification may be made because there is a
7 significant change in an employee's duties and responsibilities for a period of twelve (12) months or
8 longer. No employee shall submit a reclassification request if it has been less than one (1) year since
9 the date of a previous reclassification determination.

10 Requests for reclassification must be submitted on the County's Position Description
11 Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her
12 supervisor for review and comment. The supervisor will review and comment within thirty (30)
13 calendar days, and then forward the form to the division manager. The division manager shall have
14 thirty (30) days to review and comment and forward the form to HRD.

15 If the supervisor or division manager has any disagreement with the information provided on
16 the form by the employee, the supervisor or division manager will discuss this disagreement with the
17 employee prior to forwarding the form to HRD.

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

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

1 the arbitrator/mediator.

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

4 The County and Union will work with the King County Alternative Dispute Resolution
5 Program to negotiate a new rule in the King County Alternative Dispute Resolution
6 Mediation/Arbitration Process that allows either party to bypass the Mediation portion of this process
7 if mediation would be fruitless or in bad faith. The County and the Union agree to maintain the status
8 quo of all other Alternative Dispute Resolution Program rules and policies governing the
9 Mediation/Arbitration Process. The King County Alternative Dispute Resolution Program will have
10 ultimate authority to accept or reject any mediation bypass provision, in which case current
11 Mediation/Arbitration rules and policies will govern the Mediation/Arbitration process.

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1 **ARTICLE 24: CONTRACTING OUT**

2 The County agrees not to contract out the work normally performed by members of the
3 bargaining unit if the contracting out of such work eliminates or reduces the normal workload of the
4 bargaining unit unless such elimination is de minimis. Prior to any contracting out or in case of an
5 emergency as soon as practicable, the County agrees to inform the Union of its intent and the Union
6 shall have the opportunity to discuss the matter.

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1 **ARTICLE 25: DURATION**

2 This Agreement shall become effective upon the conclusion of the approval process by King
3 County Council and cover the period July 1, 2009 through June 30, 2012.

4 Contract negotiations for the period beginning July 1, 2012 may be initiated by either party
5 providing to the other written notice of its intention to do so prior to April 15, 2012. It is the goal of
6 both parties to conclude negotiations prior to expiration of this Agreement.

7
8 APPROVED this 4th day of November, 2009.

9
10 By: [Signature]
11 King County Executive

12
13
14 INTERNATIONAL FEDERATION OF PROFESSIONAL
15 AND TECHNICAL ENGINEERS, LOCAL 17:

16 [Signature]
17 Joseph L. McGee, Executive Director

18 [Signature]
19
20 Jacob Metzger, Union Representative

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**International Federation of Professional and Technical Engineers, Local 17
Professional & Technical, Interest Arbitration - DOT, Transit
Wage Addendum**

Attachment B

Job Class Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification Title	Range
2810000	8288	281106	Administrative Staff Assistant	48
2810100	8289	281207	Administrator I	50
2810200	8290	281304	Administrator II	56
2810300	8291	281404	Administrator III	63
7320200	8786	734504	Applications Developer - Journey	60
7320300	8787	734604	Applications Developer - Senior	65
7320400	8788	734704	Applications Developer - Master	70
2131100	8161	214102	Business and Finance Officer I	53
2131200	8162	214203	Business and Finance Officer II	58
2131300	8163	214305	Business and Finance Officer III	62
2131400	8164	214409	Business and Finance Officer IV	67
2214400	8107	225003	Buyer - Lead Senior	64
2501100	8253	252103	Communications Specialist I	51
2501200	8254	252202	Communications Specialist II	54
2501300	8255	252305	Communications Specialist III	58
2501400	8256	252405	Communications Specialist IV	64
2215300	8110	224002	Contract Specialist II	66
2230200	8187	223401	Customer Services Coordinator	55
2230300	8188	223501	Customer Services Coordinator - Lead	59
7303100	8551	733103	Data Administrator	50
7321200	8789	734804	Database Administrator - Journey	62
7321300	8790	734904	Database Administrator - Senior	67
7321400	8791	735004	Database Administrator - Master	72
7319200	8783	734204	Database Specialist - Journey	55
7319300	8784	734304	Database Specialist - Senior	60
7319400	8785	734404	Database Specialist - Master	65
7310200	8591	731004	Desktop Support Specialist - Journey	51
7310300	8594	731604	Desktop Support Specialist - Senior	56

Addendum A
International Federation of Professional and Technical Engineers, Local 17
Professional & Technical, Interest Arbitration - DOT, Transit
Wage Addendum

Job Class Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification Title	Range
7333100	8072	736803	Distributed Systems/LAN/PC Supervisor	68
2251100	8203	226203	Educator Consultant I	54
2251200	8204	226305	Educator Consultant II	58
7315200	8778	733704	Email Administrator - Journey	56
7315300	8779	733804	Email Administrator - Senior	61
7112100	8507	711104	Engineer I	54
7112200	8508	711205	Engineer II	59
7112300	8509	711307	Engineer III	64
7112400	8510	711406	Engineer IV	69
7520100	8558	752102	Environmental Scientist I	54
7520200	8559	752203	Environmental Scientist II	59
7520300	8560	752302	Environmental Scientist III	64
7520400	8561	752401	Environmental Scientist IV	69
7304300	8952	733502	Functional Analyst III	62
7304400	3134	738102	Functional Analyst IV	67
7322100	8792	735104	GIS Specialist - Entry	55
7322200	8793	735204	GIS Specialist - Journey	60
7322300	8794	735304	GIS Specialist - Senior	65
7322400	8795	735404	GIS Specialist - Master	70
7330100	8956	736104	IT Project Administrator - Journey	58
7330200	8957	736204	IT Project Administrator - Senior	63
7331100	8958	736304	IT Project Manager I	67
7331200	8959	736404	IT Project Manager II	72
7323100	8796	735504	IT Systems Specialist - Entry	51
7323200	8797	735604	IT Systems Specialist - Journey	56
7323300	8798	735704	IT Systems Specialist - Senior	61
7323400	8799	735804	IT Systems Specialist - Master	66
7324100	8800	735904	IT Technical Trainer	55

Addendum A
International Federation of Professional and Technical Engineers, Local 17
Professional & Technical, Interest Arbitration - DOT, Transit
Wage Addendum

Job Class Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification Title	Range
7325100	8949	736004	IT Technical Writer	53
7311200	8607	731704	LAN Administrator - Journey	56
7311300	8648	731804	LAN Administrator - Senior	61
7311400	8686	731904	LAN Administrator - Master	66
2444100	8248	243801	Maintenance/Planner Scheduler	58
2221100	8179	222502	Marketing and Sales Specialist I	51
2221200	8180	222603	Marketing and Sales Specialist II	56
2221300	8181	222702	Marketing and Sales Specialist III	58
7312400	8767	732604	Network Architect	72
7312200	8694	732004	Network Engineer - Journey	62
2252100	8206	226503	Occupational Education and Training Instructor	44
2252200	8207	226604	Occupational Education and Training Coordinator	53
2252300	8208	226702	Occupational Education and Training Program Administrator	58
2252400	8209	226802	Occupational Education and Training Program Administrator - Senior	63
8202100	8609	822101	Power Distribution Technical Assistant	59
2441100	8242	243104	Project/Program Manager I	53
2441200	8243	243207	Project/Program Manager II	58
2441300	8244	243303	Project/Program Manager III	63
2441400	8245	243403	Project/Program Manager IV	68
8311300	N/A	839102	Rail SCADA Systems Specialist	61
8311400	N/A	839202	Rail SCADA Systems Specialist - Senior	66
2814100	8296	283101	Rideshare Services Representative	54
2334400	8226	234403	Safety and Health Administrator IV	62
2502100	8925	252602	Special Projects Manager I	68
7303200	8552	733201	Supervising Data Administrator	54
7313400	8775	732904	Systems Architect	72
7313200	8768	732704	Systems Engineer - Journey	62
7313300	8769	732804	Systems Engineer - Senior	67

**Addendum A
International Federation of Professional and Technical Engineers, Local 17
Professional & Technical, Interest Arbitration - DOT, Transit
Wage Addendum**

Job Class Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification Title	Range
7314200	8776	733004	Telecommunications Specialist - Journey	59
7314300	8777	733604	Telecommunications Specialist - Senior	64
2410100	XXXX	240102	Transit Maintenance Analyst	67
2218100	XXXX	228102	Transit Vehicle Procurement Administrator	67
2421100	8233	241602	Transportation Planner I	53
2421200	8234	241704	Transportation Planner II	58
2421300	8235	241804	Transportation Planner III	63
2421400	8236	241905	Transportation Planner IV	68
6222100	8506	656501	Van Pool Risk Specialist	59
2442100	8246	243601	Warranty Administrator	64
7316200	8780	733904	Website Developer - Journey	58
7316300	8781	734004	Website Developer - Senior	63
7316400	8782	734104	Website Developer - Master	68

These job classes are paid on the King County "Squared" Pay Schedule.

Employees hired after implementation of the classification/compensation agreement occupy steps 2, 4, 6, 8, and 10 of the above ranges. (These employees have a 5 step pay range).

Certain employees hired prior to implementation of the classification/compensation settlement occupy steps 1, 3, 5, 7, 9, and 10 of the above ranges. (These employees have a 6 step pay range).

Employees move 1 step in the pay ranges described above upon completion of probation. After completion of probation, employees advance one step on each January 1.

Wage tables are available upon request to Transit Human Resources or the Human Resources Division of the Department of Executive Services.



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
International Federation of Professional & Technical Engineers, Local 17 (Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division)
Labor Negotiator
David Levin

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>
1. This agreement is a rollover of the previous collective bargaining agreement, with minor changes. This is a three year contract.
2. A cost of living adjustment is provided to the bargaining unit using the standard county COLA formula for 2010. The parties have agreed to reopen negotiations in the fall of 2010 to address what COLA, if any, will be provided for 2011 and 2012.
3. In cases where management has documents or facts that would support an inference of a sick leave policy violation, the contract provides that management may require medical verification from the employee.
4. A memorandum of agreement that was previously executed by the parties that addressed the prorating of executive leave has been added to the contract.
5. The layoff lists have been updated to reflect changes to the positions in the bargaining unit.
6. The parties will work with the Interlocal Conflict Resolution Group to develop a process for arbitrating classification disputes, avoiding a mediation step if the parties would be unable to mediate in good faith.

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CONTRACT SUMMARY

CONTRACT: International Federation of Professional & Technical Engineers, Local 17 (Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division)

TERM OF CONTRACT: July 1, 2009, through June 30, 2012

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: A variety of professional and technical jobs in the Metro Transit Division of the Department of Transportation.

NEGOTIATOR: David Levin

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	The collective bargaining agreement establishes a mechanism for reductions in force by seniority and job classification.
➤ INTEREST-BASED BARGAINING:	The parties utilized an interest-based approach to their negotiations.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Vacation accrual and sick leave cashout provisions are consistent with county policy.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The contract contains a comprehensive equal employment opportunity provision that prohibits discrimination on the basis of an employee's protected class.
➤ CONTRACTING OUT OF WORK:	The contract allows for the contracting out of work unless contracting out would eliminate or reduce the normal workload of the bargaining unit, or unless such elimination is de minimis.
➤ LABOR / MANAGEMENT COMMITTEES:	The contract establishes a joint labor-management committee.
➤ DISCIPLINE & GRIEVANCES:	The contract establishes that employees must be disciplined for just cause. A grievance procedure, culminating in binding arbitration, is used to resolve contract violations.
➤ MEDIATION:	The contract encourages the parties to mediate disputes.
➤ CONTRACT CONSOLIDATION:	This contract covers a wide variety of professional and technical job classifications in the Metro Transit Division.
➤ BENEFITS TRUST PLAN:	N/A

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT:

International Federation of Professional & Technical Engineers, Local 17 (Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division)

COUNCIL POLICY	COMMENTS
➤ HEALTH BENEFITS COST SHARING:	Employees receive their health benefits through the Joint Labor Management Insurance Committee agreement.
➤ RELEASE TIME:	Release time was provided for bargaining, consistent with county policy.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	A tentative agreement was reached shortly after the expiration of this agreement.
➤ TIMELINESS OF IMPLEMENTATION:	This agreement will be implemented in a timely manner.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The use of temporary and part time employees is consistent with county policies.
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	The leave provisions in this contract are consistent with county policies.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	All employees in this bargaining unit are paid on a biweekly basis.
➤ INTEREST ARBITRATION ELIGIBLE:	This bargaining unit is eligible for interest arbitration.
➤ NO STRIKE PROVISION:	This contract contains a no strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	All leave that is guaranteed by this contract is consistent with county policies on leave.
➤ HOURS OF WORK:	Rules concerning hours of work are consistent with county policies and applicable laws.
➤ PERFORMANCE EVALUATIONS:	Employees in this bargaining unit receive regular performance evaluations.



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Federation of Professional & Technical Engineers, Local 17 (Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division)		
Effective Date:	Three year contract 7/1/2009 – 6/30/2012		
Affected Agency and/or Agencies:	Transit		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, HRD	Phone: 205-8004	
Department Sign Off:	Jill Krecklow, Finance & Administrative Services Manager, Transit, DOT	Phone: 684-1019	
Note Reviewed by:	Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Shelley De Wys, Budget Analyst (Transit)	Phone: 263-9718

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2010	2011	2012
Public Trans Op	464	Transportation	\$ 509,727	\$ 0	\$ 0
TOTAL			\$ 509,727	\$ 0	\$ 0

EXPENDITURE BY CATEGORIES:						
Expense Type	Dept Code	Department	2009 Base (est.)	2010	2011	2012
Salaries		Trans.	\$ 22,501,999	\$ 450,040	\$ 0	\$ 0
OT			\$ 52,287	\$ 1,046	\$ 0	\$ 0
PERS & FICA			\$ 2,932,057	\$ 58,641	\$ 0	\$ 0
TOTAL			\$ 25,486,343	\$ 509,727	\$ 0	\$ 0

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period (s):	Three year contract 7/1/2009 – 6/30/2012.
2. Wage Adjustments & Effective Dates:	
COLA:	90% all-cities CPI-W, Sept. – Sept., min 2%, max. 6% for 2010 (2.0% est.).
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS/FICA:	Payroll taxes @ 13%.
Overtime:	
4. Other Cost Factors:	No guaranteed COLA for 2011 or 2012.

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November 4, 2009

The Honorable Dow Constantine
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the International Federation of Professional and Technical Engineers, Local 17 (Professional and Technical, Interest Arbitration) Collective Bargaining Agreement for the period of July 1, 2009, through June 30, 2012. This agreement covers approximately 250 employees in the Transit Division of the Department of Transportation.

The employees covered by this collective bargaining agreement are integral to the effective and efficient operations of the King County Metro transit system. Employees covered by this agreement are charged with a wide variety of responsibilities, including scheduling, routing, market development, route facilities maintenance, sales and customer service. Employees also develop, implement and maintain information systems technology within the Transit Division. As employees of a transit agency, this group is considered to be eligible for interest arbitration.

This agreement rolls over the terms of the previous contract, making only minor changes to the agreement. Changes are mostly minor updates to the previous agreement.

The cost-of-living increase for 2010 follows the standard county settlement agreed to with other labor organizations. This increase is based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% or greater than 6%. The parties have agreed to reopen negotiations in the fall of 2010 to discuss what, if any, cost-of-living increase will be provided in 2011 and 2012.

The settlement reached is a product of good-faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our

The Honorable Dow Constantine

November 13, 2009

Page 2

capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact James J. Johnson, Interim Labor Relations Manager, at 206-296-8556 at your convenience.

Sincerely,

Kurt Triplett
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Tom Bristow, Interim Chief of Staff
 Anne Noris, Clerk of the Council
 Frank Abe, Communications Director
Beth Goldberg, Deputy Director, Office of Management and Budget
Bob Cowan, Acting County Administrative Officer, Department of Executive Services (DES)
Anita Whitfield, Director, Human Resources Division (HRD), DES
Michael Frawley, Deputy Director, HRD, DES
James J. Johnson, Interim Labor Relations Manager, HRD, DES