



**King County**  
**Metropolitan King County Council**  
**Committee of the Whole**

**STAFF REPORT**

<b>Agenda Item No.:</b>	11	<b>Date:</b>	29 October 2012
<b>Proposed No.:</b>	2012-0426	<b>Prepared by:</b>	Nick Wagner
<b>Invited:</b>	David Levin, Labor Negotiator, Office of Labor Relations Whitney Hupf, Union Representative, Professional and Technical Employees, Local 17		

**SUMMARY**

Proposed Ordinance 2012-0426 (pp. 5-6 of these materials<sup>1</sup>) would approve a collective bargaining agreement (CBA) between King County and the Professional and Technical Employees, Local 17. The CBA (pp. 7-35) covers about 100 Transit Chiefs in the Department of Transportation.

**1. Term of the CBA**

The CBA covers the three-year period from 1 September 2011 through 31 August 2014. (CBA Article 23, p. 34)

**2. The Bargaining Unit**

As described in the Executive's transmittal letter (pp. 41-43), Transit Chiefs are responsible for the first line supervision and direction of facilities in the following sections of the Transit Division:

- Operations
- Vehicle Maintenance
- Power and Facilities, and
- Rail

They also supervise work groups of professional staff members in areas such as Service Development; Paratransit and Rideshare; and Sales and Customer Services.

**CHANGED CONTRACT PROVISIONS**

The most notable changes in the proposed new CBA are described below.

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<sup>1</sup> All page number references are to the meeting materials.

## 1. COLAs

Because of the timing of the settlement of the Transit Chiefs' prior CBA, they received a cost-of-living adjustment (COLA) of two percent in 2011, the year when most county employees received no COLA. As a result, since 2011 the Transit Chiefs have had a pay rate that is two percent higher than Range 68 on the King County Squared Schedule of compensation rates. This new CBA establishes the new countywide COLA formula for this bargaining unit and recovers the two percent in higher wages that the Transit Chiefs received in 2011 by reducing future COLAs by 0.3 percent in 2012, 1.0 percent in 2013, and 0.7 percent in 2014, for a total reduction of two percent. By the start of 2014, this group's wage rate will be restored to Range 68 on the King County Squared Schedule. In summary:

Year	COLA Formula	COLA <sup>2</sup>
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, <sup>3</sup> with 0% floor and no ceiling, minus a negotiated 0.3%	1.33%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling, minus a negotiated 1.0%	2.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling, minus a negotiated 0.7%	1.32% <sup>4</sup>

## 2. No changes in pay range

The CBA includes no changes in the pay range for the bargaining unit, which, by 2014, will again be Range 68 on the King County Squared Schedule.

## 3. Discipline

Article 6 of the CBA (p. 12-13) has been rewritten to clarify the grounds for discipline ("just cause") and the disciplinary process and to make clear that probationary employees are employed at will.

## 4. Staffing of Link Control Center

Article 14, Section 5, of the CBA (p. 28) provides rules for staffing at the Link Control Center that protects against employees having to work excessive hours without

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<sup>2</sup> The COLA percentages are based on the Fiscal Note (p. 45). The percentage for 2014 is a projection by the Office of Economic and Financial Analysis.

<sup>3</sup> More specifically: "the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year)."

<sup>4</sup> This percentage is a projection by the Office of Economic and Financial Analysis.

sufficient rest, but does not compromise management’s need to keep the Light Rail line running.

**5. Adjustments to Holiday Accrual Bank**

Article 8, Section 5, of the CBA (p. 18) is modified to allow better management of staffing in 24/7 operations at the end of the year, when there are several holidays within a short time period.

**FISCAL IMPACT**

The fiscal impact of the CBA is detailed in the Fiscal Note (p. 45) and is summarized in the table below.

	<b>2012</b>	<b>2013</b>	<b>2014</b>
Increase over previous year	\$172,132	\$274,090	\$176,728
Cumulative increase over 2011	\$172,132	\$446,222	\$622,950

The fiscal impact is attributable entirely to the COLAs.

**CONSISTENCY WITH LABOR POLICIES**

The proposed CBA is consistent with the County’s labor policies.

**LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 42 of these materials)

**ATTACHMENTS**

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**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**October 26, 2012**

**Ordinance**

**Proposed No.** 2012-0426.1

**Sponsors** Gossett and Phillips

1           AN ORDINANCE approving and adopting the collective  
2           bargaining agreement negotiated by and between King  
3           County and Professional and Technical Employees, Local  
4           17 (Transit Chiefs) representing employees in the  
5           department of transportation; and establishing the effective  
6           date of said agreement.

7           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8           SECTION 1. The collective bargaining agreement negotiated by and between  
9           King County and Professional and Technical Employees, Local 17 (Transit Chiefs)  
10          representing employees in the department of transportation and attached hereto is hereby  
11          approved and adopted by this reference made a part hereof.

12            SECTION 2. Terms and conditions of said agreement shall be effective from  
13            September 1, 2011, through and including August 31, 2014.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Agreement

AGREEMENT BETWEEN

KING COUNTY

AND

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL 17

TRANSIT CHIEFS

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1 **Preamble**

2           These Articles constitute an agreement, the terms of which have been negotiated in good faith,  
3 between King County and the Professional and Technical Employees, Local 17. This Agreement will  
4 be subject to approval by Ordinance by the County Council of King County, Washington.

5 **Purpose**

6           The purpose of this Agreement is to promote the continued improvement of the relationship  
7 between King County, hereafter referred to as the County, and all Employees whose job  
8 classifications are listed in Addendum A represented by the Professional and Technical Employees,  
9 Local 17, hereafter referred to as the Union, and to set forth the wages, benefits and working  
10 conditions of such Employees.

11           In the establishment of this contract, the County and the Union are mutually committed to two  
12 fundamental goals:

13                   1. Provide the citizens of King County with top quality transit services, products and  
14 facilities which are safe, efficient and reliable, and which have the flexibility to adapt to the changing  
15 requirements of our community.

16                   2. Be an outstanding place for all Employees to work.

17           This labor agreement is intended to support these goals and to uphold and nurture the existing  
18 environment of mutual respect, collaboration and teamwork.

19 **ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION**

20           **Section 1. Union Recognition**

21           The County recognizes the Professional and Technical Employees, Local 17, as the exclusive  
22 bargaining representative of all Employees whose job classifications are listed in the attached  
23 Addendum A. In recognizing the Union as the exclusive bargaining representative, the County agrees  
24 to not effect any change in the wages, benefits or working conditions covered by the terms of this  
25 Agreement, except by mutual agreement with the Union.

26           **Section 2. Union Membership**

27                   A. It is a condition of employment that, within 30 days of the effective date of this  
28 Agreement, all Employees covered by this Agreement will become and remain members in good



1 standing in the Union, or pay an agency fee to the Union in lieu of membership. Each Employee  
2 covered by this Agreement and hired into the bargaining unit on or after its effective date will, on the  
3 thirtieth day following the beginning of such employment, become and remain a member in good  
4 standing of the Union, or pay an agency fee to the Union in lieu of membership. Unless otherwise  
5 required to do so, non-Local 17 employees working in an acting capacity in a bargaining unit position  
6 shall not have to pay union dues unless the assignment exceeds ninety (90) days, thereafter the  
7 employee shall pay dues for the duration of the assignment.

8           B. An Employee who holds bona fide religious tenets or teachings that prohibit union  
9 membership or the payment of dues or initiation fees to union organizations, or for any other reason is  
10 eligible for a religious exemption under applicable law, will pay an amount of money equivalent to  
11 regular union dues and initiation fees to a charitable organization mutually agreed upon by the  
12 Employee and the Union. Such Employee will furnish the Union with written proof that such  
13 payments are being made. Disputes between an Employee and the Union over eligibility for a  
14 religious exemption will be resolved through the procedures set forth in WAC 391-95.

15           C. Failure by an Employee to abide by the provisions of paragraph A and B will  
16 constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union  
17 will provide the Employee and the County with 30 days notification of the Union's intent to initiate  
18 discharge action. During this period, the Employee may make restitution of the amount, which is  
19 overdue.

20           D. Upon request, the County will provide the Union with a current list of all  
21 Employees in the bargaining unit. Such list will indicate the Employee's name, section and/or unit,  
22 employment status, job classification, date of hire and date of hire into his/her current classification.

23           E. The County will notify the Union whenever an Employee is moved into or out of a  
24 bargaining unit position. The notification will include the Employee's name, section and/or unit,  
25 employment status, job classification, date of hire and effective date of the personnel action.

### 26           **Section 3. Union Dues Deduction**

27           A. Upon receipt of written authorization individually signed by a bargaining unit  
28 Employee, the County will have deducted from the pay of such Employee the amount of dues or

1 agency fees as certified by the Union.

2           **B.** The Union will indemnify and hold the County harmless against any claims made  
3 and against any suit instituted against the County on account of any collection of dues for the Union.  
4 The Union agrees to refund to the County any amounts paid to it in error on account of the collection  
5 provision upon presentation of proper evidence thereof.

6           **Section 4. Shop Stewards**

7           The Union has the right to appoint stewards at any location where members of the bargaining  
8 unit are employed.

9           **Section 5. Union activities and representation**

10           An Employee who is authorized to serve as a representative of the Union may visit the work  
11 location of other Employees at reasonable times for the purpose of administering the terms of this  
12 Agreement. If the Union representative is making a worksite visit during his or her regular work  
13 hours, s/he will obtain agreement from his/her supervisor. Before visiting the work location, a Union  
14 representative must contact the supervisor or manager of that work location to insure that the worksite  
15 visit will not unduly interfere with normal operations at the worksite.

16           **Section 6. Union Postings**

17           The County will permit the Union to post or distribute, in Employees' work locations,  
18 announcements of meetings, election of officers, and other Union materials, provided there is  
19 sufficient space beyond what is required by the County for normal operations. Only recognized,  
20 officers, stewards and staff representatives of the Union will be entitled to post and remove Union  
21 materials, and only materials originating from the Union office and bearing the Union logo or  
22 letterhead may be posted on the Union bulletin board space.

23           **Section 7. Retired Employees**

24           The County and the Union recognize the benefit of rehiring retired Employees on a temporary  
25 basis into classifications in which they were previously employed consistent with Washington State  
26 Department of Retirement Services restrictions on retirees returning to work.

27           **Section 8. Non-Discrimination**

28           Neither party will discriminate against any Employee or applicant for employment on account

1 of membership or non-membership in any labor union or other employee organization.

2 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

3 Neither the County nor the Union will discriminate against any individual with respect to  
4 compensation, terms, conditions, or privileges of employment because of race, color, creed, religion,  
5 national origin, age, ancestry, marital status, gender, sexual orientation or a sensory, mental or  
6 physical disability, except as otherwise provided by law.

7 **ARTICLE 3: EMPLOYEE RIGHTS**

8 **Section 1. Review of Personnel Files**

9 Upon request, an Employee can schedule an appointment to review his/her personnel files.  
10 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.  
11 An Employee may also review, upon request, any files to which s/he has a legal right to access.

12 **Section 2. Union Representation**

13 An Employee, at his/her request, has a right to Union representation at any meeting which s/he  
14 reasonably believes may lead to disciplinary action against the Employee.

15 **ARTICLE 4: PERFORMANCE APPRAISALS**

16 **Section 1. Performance Appraisals**

17 Each Employee will receive regular performance appraisals.

18 **ARTICLE 5: PROBATION**

19 **Section 1. Length of Probation**

20 A. Upon appointment as a regular Employee to a job classification covered by this  
21 Agreement, the Employee will serve a six-month probation. An Employee returning to a job  
22 classification in which the Employee has already satisfactorily completed probation will not be  
23 required to serve a new probation unless the Employee has been out of the job classification for three  
24 or more years, or the Employee is returning to the position due to a disciplinary demotion.

25 B. An Employee's probation may be extended by the County, with the concurrence of  
26 the Union.

27 **Section 2. Credit for Temporary Acting Time**

28 If an Employee has been working in a job classification on a temporary, acting basis and is

1 then hired into the same position as a regular Employee, any portion of the time spent in the position  
2 in an acting capacity may, at the discretion of the County, be counted towards satisfying the  
3 Employee's required probationary period.

4 **Section 3. Dispute resolution**

5 **A. Performance**

6 1) The County may terminate a probationary Employee for unsatisfactory job-  
7 performance.

8 2) An Employee who is terminated for unsatisfactory job-performance while  
9 on probation may, within 10 days of notice of the notice of termination, request a review of the  
10 circumstances with the Supervisor of Transit Employee Relations/designee, or with the immediate  
11 supervisor of the individual who made the decision to terminate the Employee. Any failure of the  
12 County to execute this review does not constitute a harmful error in the termination nor in any way  
13 create a right to grieve or arbitrate the decision.

14 **B. Discipline**

15 1) An Employee on probation cannot access the grievance and arbitration  
16 provisions of Article 7.

17 2) An Employee who receives discipline (excluding oral reprimands) up to and  
18 including termination of employment while on probation may, within 10 days of notice of the  
19 discipline, request a review of the circumstances of the discipline with the Supervisor of Transit  
20 Employee Relations/designee, or with the immediate supervisor of the individual who made the  
21 decision to discipline the Employee. Any failure of the County to execute this review does not  
22 constitute a harmful error in the discipline nor in any way create a right to grieve or arbitrate the  
23 decision.

24 **ARTICLE 6: DISCIPLINE**

25 **A.** Employees may be disciplined for just cause.

26 **B.** King County will advise employees of Weingarten rights when called to a formal  
27 investigatory interview. Employees may request Union representation in any meeting where they  
28 reasonably believe that discipline may result.

1 C. Probationary employees are at-will employees.

2 **ARTICLE 7: DISPUTE RESOLUTION PROCEDURES**

3 **Section 1. Purpose**

4 The Union and County recognize that prompt and diligent review of Employee disputes and  
5 grievances is vital to the development and continuance of good employee relations and morale. To  
6 accomplish this objective, the Union and County will make every effort to settle disputes and  
7 grievances quickly and at the lowest possible level of supervision.

8 **Section 2. Time limits**

9 Time limits for the dispute resolution processes described below may be extended upon  
10 written agreement between the Union and the County. If the County fails to respond within the  
11 designated time frames, the Union may pursue the dispute to the next step of the resolution process.  
12 If the Union does not pursue the dispute to the next process within the time frames noted, it will be  
13 presumed resolved.

14 **Section 3. Employee Responsibility**

15 This Agreement provides an Employee with two dispute resolution options, described in  
16 Sections 4 and 5 below, so that both contractual and non-contractual issues can be effectively  
17 resolved. Prior to deciding which option to follow, the Employee will confer with his/her union  
18 representative to determine the appropriate process for the Employee's specific concern.

19 **Section 4. Non-Contractual Dispute Resolution and Mediation**

20 A. The intent of this provision is to provide the Employee with a formal dispute  
21 resolution process for issues for which the grievance and arbitration processes do not apply.

22 B. An Employee who has a non-contractual dispute is encouraged to exercise his/her  
23 rights to pursue dispute resolution and, if appropriate, mediation to resolve the dispute. To initiate  
24 this process, the Employee will request a dispute resolution meeting with his/her immediate  
25 supervisor. The Employee and his/her supervisor will then meet in an attempt to resolve the dispute.  
26 The supervisor, if requested by the Employee, will provide the Employee with a written summary of  
27 the meeting and outcome within 20 days of the meeting.

28 C. If the dispute remains unresolved, the Union may, within 20 days of the

1 Employee's receipt of the written summary, request mediation. The request for mediation will be  
2 made, in writing, to Transit Human Resources. Mediation will use a mutually acceptable mediator(s)  
3 and will be concluded within 30 days of the request for mediation.

4 **Section 5. Contractual Disputes**

5 **A.** The parties agree that an Employee may use the following grievance process only  
6 for disputes regarding the interpretation and/or application of the express written terms of this  
7 Agreement.

8 **B. Pre-Grievance Meeting:** Before an Employee may file a grievance, the Employee  
9 must, within 20 days of the act or knowledge of the act being grieved, submit to his/her supervisor a  
10 written request for a pre-grievance meeting outlining the date and specific events of concern. The  
11 Employee and his/her supervisor will meet in an attempt to resolve the issue(s) raised by the  
12 Employee. Representatives from the Union and/or the County may attend this meeting if requested.  
13 Within 20 days of receipt of the request, the supervisor will provide the Employee with a written  
14 summary of the meeting, including a statement of the outcome.

15 **C. Step One:**

16 **1)** If the Employee and his/her supervisor are unable to resolve the issue(s) to  
17 the Employee's satisfaction, the Employee may, within 20 days of receipt of the pre-grievance dispute  
18 resolution meeting summary or, if no timely summary was issued, within 20 days from the date the  
19 summary was due, present a written grievance to his/her supervisor. The grievance must include:

20 **(a)** Description of the action or alleged action which is being grieved.  
21 **(b)** A copy of the Pre-grievance dispute resolution summary, if issued.  
22 **(c)** Identification of the provision of this Agreement, which has been  
23 violated.

24 **(d)** The remedy being sought.

25 **2)** Upon receipt of a Step One grievance request, a Transit Manager/designee  
26 will meet with the Employee in an attempt to resolve the Employee's grievance. The County must  
27 issue a written decision to the Employee and Union within 20 days following receipt of the Step One  
28 grievance request.

1                   **D. Step Two:**

2                   1) If the Step One decision is not satisfactory to the Union or not timely  
3 issued, the Union may, within 20 days of the receipt of the Step One response or, if no timely  
4 response was issued, within 20 days from the date the response was due, submit a written request for  
5 a Step Two hearing of the grievance to Transit Human Resources.

6                   2) Upon receipt of the Step Two grievance request, the Supervisor of Transit  
7 Employee Relations/designee and the Section Manager/designee will meet with the Employee and the  
8 Union in an attempt to resolve the Employee's grievance. The County must issue a written decision  
9 to the Employee and the Union within 20 days of receipt of the Step Two request. This decision will  
10 have the concurrence of the Director of the King County Office of Labor Relations/designee.

11                   **E. Mediation:**

12                   1) For disputes regarding the discipline of an Employee other than a  
13 suspension, demotion or discharge, Mediation is the next and final dispute resolution step. All non-  
14 disciplinary disputes and disputes regarding the suspension, demotion or discharge of an Employee  
15 may be taken to Mediation with an additional review available through arbitration, or they may be  
16 taken directly to arbitration.

17                   2) Should the parties agree that the next appropriate step for the grievance is  
18 mediation; the Union may submit a request for mediation to Transit Human Resources. Transit  
19 Human Resources must receive such request within 20 days of receipt of the Step Two response or, if  
20 no timely response was issued, within 20 days from the date the response was due. The process will  
21 use a mutually acceptable mediator(s) and will conclude within 30 days of the agreement to pursue  
22 Grievance Mediation.

23                   **F. Arbitration:**

24                   1) All non-disciplinary disputes and disputes regarding the suspension,  
25 demotion or discharge of an Employee may be taken to arbitration if the Step Two decision is not  
26 satisfactory or not timely issued, or if the mediator is unsuccessful at resolving the dispute. To  
27 initiate the Arbitration process, the Union must submit a request for arbitration to Transit Human  
28 Resources. The request for arbitration must be received by Transit Human Resources within 20 days





1 **ARTICLE 8: HOLIDAYS**

2 **Section 1. Approved Holidays**

3 All Employees, except temporary Employees, will be granted the following designated  
4 holidays with pay:

5

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two Personal Holidays	

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17 Employees will also be granted any day designated by public proclamation of the Governor of  
18 Washington State as a legal holiday. When a designated holiday occurs on a Sunday, the following  
19 Monday will be observed as the holiday. When a holiday occurs on a Saturday, the preceding Friday  
20 will be observed as the holiday.

21 **Section 2. Personal Holidays**

22 Eight hours of holiday time will be credited to each Employee's holiday accrual bank on  
23 October 1 and on November 1 of each year.

24 **Section 3. Work on a Holiday**

25 An Employee who is required to work on a designated holiday will accrue eight hours of  
26 holiday time for such holiday.

27 **Section 4. Regular Day Off on a Holiday**

28 When a designated holiday occurs on an Employee's regular day off, eight hours of holiday

1 time will be added to the Employee's holiday accrual bank.

2 **Section 5. Holiday Accrual Bank**

3 An Employee may not exceed 40 hours of holiday time, including personal holidays, in his/her  
4 Holiday Accrual Bank on the pay period that includes September 15 of each year. Any amount in  
5 excess of 40 hours on the pay period that includes September 15 shall be forfeited.

6 **Section 6. Holiday Cash-out**

7 No accrued holiday time will be paid in cash except in the event of an Employee's death. In  
8 such cases, all accrued holiday time will be paid to the Employee's estate.

9 **ARTICLE 9: VACATIONS**

10 **Section 1. Accrual Rates**

11 Regular, full-time and regular, part-time (prorated) Employees will receive vacation accrual as  
12 indicated in the following table:

Completed Years of Active Service	Equivalent Annual Vacation Credit (days)
0-4	12
5-7	15
8-9	16
10-15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25 and above	30

27 **Section 2. Vacation Accrual Date**

28 Each Employee will accrue vacation each biweekly pay period, based on County seniority.

1 County seniority is defined as completed years of service with King County and its predecessor  
2 organizations including Metro, the City of Seattle and Metropolitan Transit.

3 **Section 3. Work while on Vacation**

4 No person will be permitted to work for compensation for the County in any capacity during a  
5 time when vacation is being paid.

6 **Section 4. Disposition of Accrual**

7 A. Upon termination, the Employee will be paid for unused vacation, up to a  
8 maximum of 480 hours.

9 B. In the case of separation by death, payment of unused vacation, up to a maximum  
10 of 480 hours, will be made to the Employee's estate or, in applicable cases, as provided by  
11 R.C.W. 49.48.

12 **Section 5. Maximum Accrual**

13 The maximum vacation which an Employee may have in his/her vacation balance on the last  
14 day of the payroll year is 480 hours. An Employee's appointing authority may approve a temporary  
15 carryover of excess vacation leave. At the time of separation, no Employee will be paid for more than  
16 480 hours.

17 **Section 6. Cancellation of Vacation Due to Emergency**

18 To avoid forfeiture of vacation as described in Section 5 above, an Employee may cash out a  
19 vacation balance in excess of 480 hours if all of the following conditions are met:

20 1. In July of each year, the County will notify each Employee of his/her current  
21 vacation balance. No later than August 31, each Employee who wishes to protect against forfeiture of  
22 vacation must develop a written plan for use of vacation, approved in writing by his/her supervisor,  
23 that demonstrates a vacation balance of no more than 480 hours will remain by the end of the payroll  
24 year.

25 2. Documented emergency circumstances in the workplace, as determined by  
26 management, or an Employee's documented illness or injury, force the cancellation of a vacation that  
27 is set forth in an Employee's vacation plan.

28 3. The Employee and his/her supervisor in good faith, attempt, but fail, to reschedule

1 and implement the cancelled vacation by the end of the payroll year.

2 Cash out of vacation under the conditions listed above is limited as follows:

- 3 1. Cash out may only bring an employee's vacation bank down to 480 hours; and
- 4 2. An employee may only cash out hours of planned vacation that were cancelled due
- 5 to documented emergency circumstances, illness, or injury, less any vacation hours that were
- 6 successfully rescheduled and taken.

7 An Employee who meets the criteria above may seek vacation cash out per this section or  
8 request carryover of vacation as described in Section 5, at his/her discretion. If a request for  
9 carryover is made which meets the above criteria, and is granted, the amount carried over must be  
10 included in the following year's vacation plan. Consecutive year request for payout or carry over  
11 must be reviewed and approved by the Department Director.

12 **ARTICLE 10: SICK LEAVE**

13 **Section 1. Accrual Rate**

14 A. Each Employee will accrue sick leave at the rate of 0.0460 hours for each hour on  
15 regular pay status, commencing with the first day of employment.

16 B. There is no limit to the amount of sick leave that an Employee can accrue.

17 **Section 2. Use of Other Accrued Leave**

18 An Employee may choose to use vacation or other accrued leave time as an extension of sick  
19 leave when sick leave has been exhausted.

20 **Section 3. Authorized Uses**

21 Sick leave may be used in accordance with Section 14.4.3 of the King County Personnel  
22 Guidelines, the King County Family Medical Leave Act, and applicable State and federal laws.

23 **Section 4. Disposition of Accrual**

24 A. Separation from King County employment, except by retirement or death, will  
25 cancel all sick leave currently accrued to the Employee. Should an Employee resign in good  
26 standing, or be laid off, and return to the County within three years, his/her accrued sick leave will be  
27 restored.

28 B. An Employee who has at least five years of service and retires as a result of length

1 of service, or who terminates by reason of death, will receive (or the Employee's estate will receive) a  
2 cash payment equal to 35% of the Employee's accrued sick leave multiplied by the Employee's salary  
3 rate in effect on the date of separation or termination.

4 **Section 5. VEBA**

5 VEBA benefits will be made available to this bargaining unit to the extent, terms, and  
6 duration that they are offered to this bargaining unit through the Joint Labor Management Insurance  
7 Committee.

8 **ARTICLE 11: OTHER LEAVE BENEFITS**

9 **Section 1. Bereavement Leave**

10 If an Employee's close relative or the close relative of the Employee's spouse/domestic  
11 partner dies, such Employee is entitled to two days off with pay for bereavement leave. An additional  
12 day will be paid when round trip travel of 200 or more miles is required. If an Employee requests  
13 more time, up to an additional three days may be used from the Employee's sick leave balance.

14 **Section 2. Union Leave**

15 If an Employee is elected or appointed to an office in a local of the Union which requires part  
16 or all of his/her time, the Employee will be given, with agreement of the Employee's supervisor or  
17 manager, a leave of absence without pay.

18 **Section 3. Executive Leave**

19 **A.** Employees represented by this Agreement are FLSA-exempt. However, the nature  
20 of their work sometimes requires them to be on-call for significant periods of time and to work, on an  
21 on-going basis, substantially in excess of the standard work schedule for other County employees.  
22 Therefore, each Employee will be granted five days of executive leave annually. In addition to these  
23 five days of executive leave, an Employee may be granted up to an additional five days of executive  
24 leave, when authorized in writing by his/her immediate supervisor, in recognition of the additional  
25 on-call time, excess work and/or performance expectations required by his/her specific position.

26 **B.** Employees assigned to a swing or graveyard shift or who have significant on-call  
27 responsibilities will meet with their supervisor at the beginning of each year to discuss recognition for  
28 their additional time commitments to work. These employees and supervisors will have a discussion

1 about the manner to recognize each employee's additional time commitments, and may include  
2 whether each employee will generally flex his/her time to roughly account for additional time  
3 commitments outside the normal work hours, complete regular shifts in addition to the extra time  
4 commitments, and the amount of variation the additional commitments require to the employee's  
5 normal schedule. Upon the completion of this discussion the employee will be granted up to an  
6 additional five days of executive leave provided for in A. above annually. The grant of these  
7 additional days of executive leave remains at the sole discretion of management. For employees  
8 granted the additional five days of executive leave who continue to have extraordinary demands on  
9 their off shift hours, flexibility with their work schedules may be granted by their immediate  
10 supervisor.

11 C. Semi-annually, a joint collective bargaining agreement labor-management  
12 committee will meet to review compliance with this and other collective bargaining provisions.

13 D. The yearly executive leave accrual will appear on the Employee's paycheck  
14 resulting from the first full pay period in January. Executive leave must be used in the payroll year  
15 granted and cannot be carried into the next payroll year or cashed out. No executive leave will be  
16 paid in cash except in the event of an Employee's death. In such cases, all unused executive leave  
17 will be paid to the Employee's estate.

18 **Section 4. Other Leaves**

19 Each Employee is entitled to other leave benefits as provided for in the King County  
20 Personnel Guidelines and applicable State and federal laws.

21 **ARTICLE 12: WAGES**

22 **Section 1. Wage Rates**

23 Effective September 1, 2011, the wage rates for Employees in the bargaining unit will be as  
24 set forth in Addendum A, attached to this Agreement.

25 **Section 2. Wage Progression**

26 A. If a current County Employee is hired into a bargaining unit position, that  
27 Employee will be placed at a step which provides a minimum five percent increase over the  
28 Employee's former salary, not to exceed the established top step. A Chief's initial placement onto a

1 step on the salary schedule shall not be less than that which the employee could earn as an acting  
2 Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted  
3 Employee at a higher step when the department director determines this action is warranted based on  
4 the criteria set forth in the King County Personnel Guidelines.

5 **B.** An Employee will progress through the steps of his/her salary range as follows:

6 1) An Employee shall receive a step increase six months after the date of  
7 his/her permanent appointment. Each subsequent step increase will be effective on January 1 of each  
8 following year.

9 **C.** For the duration of this Agreement an Employee who has been at the top step of  
10 his/her salary range for two years or more will be eligible annually for a merit increase of 2.5% or 5%  
11 in accordance with the King County Merit Pay Plan as revised in 2009, above the top step, under the  
12 following conditions:

13 1) The Employee has received a performance rating of 4.34 or higher on a  
14 scale of 5 for two or more consecutive years, or  
15 the Employee is currently receiving a merit pay step above the top step, and  
16 continues to receive a rating of 4.34 or higher on a scale of 5 on an annual basis.

17 2) If the Employee's performance rating falls below a 4.34 on a scale of 5 for  
18 any year, the annual merit increase will be discontinued until such time as the Employee again attains  
19 a performance rating of at least 4.34 on a scale of 5 for two consecutive years.

20 3) An Employee's performance rating and a decision to grant a merit increase  
21 for a rating of 4.34 or higher is not subject to the grievance and arbitration provisions of this  
22 Agreement.

### 23 **Section 3. Cost of Living Adjustment (COLA)**

24 **A. 2012 Wage Rate.** Employees shall be eligible to receive 90% of the annual  
25 average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for  
26 Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current  
27 year). Zero floor and no ceiling. This amount shall then be reduced by 0.3%. This amount is known  
28 to be 1.33%.

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

5           **C. 2014 Wage Rate.** Employees shall be eligible to receive 95% of the annual  
6 average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for  
7 Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current  
8 year). Zero floor and no ceiling. This amount shall then be reduced by 0.7%. This reduction is  
9 designed to place the Employees on Range 68 of the King County Squared Table effective January 1,  
10 2014.

11           **Section 4. Acting Assignments - Salary Credit**

12           An Employee who is acting in a position and then receives a regular appointment to the same  
13 position will have the acting time credited for purposes of salary step placement and future salary step  
14 increases in the following circumstances: (1) all time in the acting position which is contiguous with  
15 the regular appointment will be credited day-for-day, and (2) any additional time spent in the acting  
16 position that is for a continuous period of three months or more and is within the 12 month period  
17 prior to the regular appointment will also be credited day-for-day.

18           **ARTICLE 13: BENEFITS**

19           **Section 1. Insurance Benefits**

20           **A.** The County and Union currently participate in the Joint Labor Management  
21 Insurance Committee, which is comprised of representatives from the County and its labor unions.  
22 The County and Union agree to continue the Joint Labor Management Insurance Committee.

23           **B.** The County presently participates in group medical, dental, vision, life and long-  
24 term disability insurance benefit programs. These programs, and the level of County premium  
25 contributions to these programs, are determined by the Joint Labor Management Insurance  
26 Committee. The County agrees to provide the benefit programs and the level of benefits and  
27 premium contributions as determined by the Joint Labor Management Insurance Committee.

28           **C.** Full benefit coverage, as defined by the Joint Labor Management Insurance



1 Committee, will be provided to all regular part-time (half-time or more) and regular full-time  
2 Employees.

3 **Section 2. Insurance Benefits for Retirees**

4 Benefit options, as defined by the Joint Labor Management Insurance Committee, will be  
5 available to retirees.

6 **Section 3. Transit Passes**

7 Each current and retired Employee will be provided with an annual transit pass at no cost to  
8 the Employee.

9 **Section 4. Clothing Allowance**

10 A. Each Vehicle Maintenance Chief and Facilities Maintenance Chief will have  
11 access to clean clothing provided by County contracted laundry services.

12 B. An Employee who is required to wear safety shoes as a regular part of his/her  
13 duties shall be entitled to an allowance for the purpose of purchasing work safety shoes, provided  
14 annually in a separate check not later than March of each year in the amount of \$220.

15 C. An Employee who is required to work in inclement weather as a regular part of  
16 his/her duties will be provided an all weather coat, or equivalent, every four years.

17 **Section 5. Accidental Death Benefit – Criminal Assault**

18 The County provides special coverage in the event of a felonious assault. The maximum  
19 benefits payable is \$50,000 for death, dismemberment, loss of sight, or permanent total disability, less  
20 any amount payable under a group life or accidental death and dismemberment policy.

21 **Section 6. Commercial Drivers Licenses**

22 King County shall pay for Commercial Drivers Licenses (CDL) renewals for all Chiefs who  
23 are designated as safety sensitive and who have requested and have been approved to maintain CDLs  
24 for Metro-related business. This provision applies only to renewals of CDLs and does not require  
25 King County to pay for Employees to acquire new CDLs.

26 **ARTICLE 14: WORK ASSIGNMENTS**

27 **Section 1. Alternative Work Schedules**

28 A. An Employee may request an alternative work schedule, which may include

1 flexible work hours, compressed work weeks, telecommuting and/or job share arrangements.  
2 Approval for an alternative work schedule must be received from the Employee's supervisor. The  
3 decision to allow an alternative work schedule is solely within the County's discretion and approval  
4 may be revoked at any time. The Employee may also choose to return to the standard work schedule  
5 at any time.

6           B. If either the County or the Employee decides to cancel the Employee's alternative  
7 work schedule, written notice must be provided to the other party at least 10 working days prior to the  
8 effective date of the cancellation, except where a written agreement provides other requirements.

### 9           **Section 2. Work Outside of Classification**

10           A. Temporary Assignments: An Employee may be assigned to a higher level  
11 classification on a temporary basis in accordance with the King County Personnel Guidelines.  
12 However, if the temporary assignment extends beyond six (6) months, the County will review with  
13 the Union the reasons why the acting assignment is still required. A review will occur every six  
14 months, for the duration of the temporary assignment, unless specifically waived by the Union.

15           B. Wages for Temporary Upgrades: In accordance with the King County Personnel  
16 Guidelines, an Employee who is temporarily assigned to a higher level classification will be paid at  
17 the pay step in the upgrade classification that would constitute a minimum of five percent over the  
18 Employee's regular salary, but not to exceed the top rate of the higher classification.

### 19           **Section 3. Shift and Worksite Assignments**

20           The County has the right to assign an Employee to a specific worksite and shift for  
21 demonstrable business requirements. When the County finds it necessary to make such an  
22 assignment, the County will, on request from the Union, discuss with the Union the business reasons  
23 for the assignment.

### 24           **Section 4. Vehicle Maintenance Chief Assignments**

25           A. The County has the right to remove a chief from his/her current shift and place  
26 him/her on a different shift when there are documented performance deficiencies which specifically  
27 indicate that the chief is not satisfactorily performing the duties of the shift and has not been able to  
28 bring his/her performance up to a satisfactory level within a reasonable amount of time. The County

1 will assist the chief in his/her effort to remedy the performance deficiencies by providing training, as  
2 appropriate, and clearly defined performance criteria.

3 **B. Filling temporary chief vacancies in Vehicle Maintenance:**

4 1) When a temporary chief vacancy occurs at a worksite, the supervisor and  
5 chiefs at that worksite will determine how to fill the vacant shift. Temporary upgrades may then be  
6 used to fill any shifts remaining vacant.

7 2) If the temporary vacancy extends, or is expected to extend, beyond one  
8 year, the County will review with the Union the business reasons for the vacancy and the anticipated  
9 duration of the vacancy. Following the one-year review, if the vacancy extends beyond the previously  
10 anticipated duration, the Union may request additional reviews of the circumstances.

11 **C. Filling permanent vacancies for Vehicle Maintenance Base Chief, Electrical  
12 Section Chief & Mechanical Rebuild Chief positions:**

13 1) When a vehicle maintenance base chief, electrical section chief or  
14 mechanical rebuild chief position becomes permanently vacant, the Union may conduct a seniority  
15 move-up on the position, and any positions subsequently open as a result of the move-up.

16 (a) All vehicle maintenance base chiefs, electrical section chiefs and  
17 mechanical rebuild chiefs are eligible to participate in the move-up unless there are documented  
18 performance deficiencies which specifically indicate that the individual is not able to perform the  
19 duties of the vacant position.

20 (b) Administering the move-up, including notification to the  
21 Employees and maintenance of seniority, is the responsibility of the Union. Results of the move-up  
22 are not grievable.

23 (c) Prior to sending notification of a move-up to the Employees, the  
24 Union will notify the County of its intent to conduct a move-up.

25 **D. Filling permanent chief vacancies in Vehicle Maintenance specialty shops:**

26 1) This section applies to the following position titles: Chief of Material  
27 Management; Chief of Inventory Control; Chief of Body Rebuild Section; Chief of Machine Shop  
28 Section; Chief of Paint and Sign Shop; Chief of Revenue Fleet Inspection; Chief of Maintenance

1 Training.

2                   2) When the County is recruiting for a vehicle maintenance chief position for  
3 any of the positions listed in paragraph 1, the recruitment process will include a general  
4 announcement to all Vehicle Maintenance chiefs to encourage interested Employees to apply for the  
5 position.

6                   3) The County will give first consideration, in seniority order, to vehicle  
7 maintenance chiefs who have applied for the open position. Nevertheless, when filling a vacancy for  
8 a position listed in paragraph 1 above, the decision of who to hire is vested solely with the County,  
9 and the selection decision is not grievable.

10                  E. If, after discussion with the Union, a Chief is moved pursuant to Section 3 or  
11 Section 4(A) of this Article to a position held by another Chief, the other Chief will be moved to that  
12 Chief's position until the next move-up.

13                  **Section 5. Rail Operations Chief Assignments**

14                  It is the intent of the parties that Employees will:

- 15                   1) Not have less than 60 hours off during their regular days off.  
16                   2) Not have less than eight hours off between shifts.  
17                   3) Not be required to work more than sixteen hours.

18                  If these situations occur, the parties will discuss how to resolve the problem and/or avoid a  
19 reoccurrence.

20                  **ARTICLE 15: SUBCONTRACTING**

21                  The County agrees not to contract out work typically performed by currently employed  
22 members of the bargaining unit if the contracting of such work eliminates or reduces the normal  
23 workload of the bargaining unit. If, in order to secure funding for a specific, time-limited project, the  
24 County is required to contract all or part of the work to be performed due to limitations imposed by  
25 funding agreement, said contracting will not be considered a violation of this article. The County  
26 agrees to provide the Union, upon request, with documentation to support any contracting of work  
27 under the terms of this article.

1 **ARTICLE 16: LAYOFF AND RECALL**

2 **Section 1. Layoff Process**

3 A. When a reduction in force is anticipated, the County and Union will meet and  
4 jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

5 B. When a reduction of positions is required, the County and Union will meet and  
6 jointly endeavor to find ways to minimize, or eliminate, the number of Employees who must be laid  
7 off (for example: reassign Employees to vacant positions, locate temporary placement in other  
8 departments, encourage leaves of absence, allow job-sharing, etc.).

9 C. When the elimination of a position will result in an Employee being laid off, the  
10 Employee will be selected by inverse seniority within the layoff group, as defined in sections five and  
11 six of this article.

12 **Section 2. Notice**

13 When the elimination of a position will result in an Employee being laid off, the County will  
14 provide written notice to the Union and the affected Employee at least 90 calendar days prior to the  
15 effective date of the layoff.

16 **Section 3. Recall**

17 A. An Employee who is laid off will have general recall rights to other vacant County  
18 positions, in accordance with the King County Personnel Guidelines, for a period of two years  
19 following the Employee's layoff. In addition, the Employee will retain specific recall rights to the  
20 position from which s/he was laid off for an additional one year period following the end of the two  
21 year general recall period. During the three year specific recall period, the Employee will retain  
22 specific recall rights to the position from which s/he was laid off regardless of whether the Employee  
23 has accepted a different position within the County.

24 B. When the County is filling a bargaining unit position and there are laid-off  
25 Employees who have held such positions within the previous five years, the position will be offered  
26 to such Employees. If there is more than one Employee in such situation, the hiring authority will  
27 decide which Employee will be offered the position.

28 C. When a laid-off Employee applies for, or is referred to, a bargaining unit position

1 and such Employee is unsuccessful in obtaining the position, the Employee will be provided with the  
2 rationale for non-selection, interview and test scores, and any other documentation used to make the  
3 determination.

4 **D.** An Employee who is recalled from layoff will have all unpaid sick leave balances  
5 restored.

6 **E.** It is the Employee's responsibility to maintain his/her current contact information  
7 with the County.

8 **Section 4. Outplacement Services**

9 The County will contract with qualified firms to provide outplacement services for Employees  
10 who have been notified of their impending layoff. Each affected Employee will be allowed to access  
11 such outplacement services for a period of one year following receipt of their notice of layoff, or to a  
12 maximum expenditure of \$2,500, whichever comes first.

13 **Section 5. Layoff Seniority**

14 **A.** Seniority is under the jurisdiction of the Union. All questions or grievances  
15 pertaining to seniority will be settled by the Union. Employee layoff seniority is defined by his/her  
16 most recent permanent hire date into a position within a layoff group as defined by Section 6 of this  
17 article. If two (2) Employees were hired on the same date, the Employee who has been employed by  
18 King County or its predecessor organizations, including Metro, Metropolitan Transit, and Seattle  
19 Transit for the longest continuous period of time shall have higher seniority.

20 **B.** An Employee who has obtained permanent status in any bargaining unit  
21 classification and who accepts a position in King County outside of the bargaining unit shall retain  
22 his/her layoff seniority for one year from the date of transfer.

1           **Section 6. Layoff Groups**

2           Layoff Groups are defined as follows:

3

Position Title
4           Chief of Base Operations
5           Chief of Service Quality
6           Chief of Transit Control Center (formerly Chief of Service Communications)
7           Chief of Operations Training
8           Chief of Mechanical Rebuild*
9           Chief of Machine Shop Section
10          Chief of Body Rebuild Section
11          Chief of Paint Shop
12          Chief of Electrical Section*
13          Chief of Vehicle Maintenance
14          Chief of Fleet Engineering
15          Chief of Stores
16          Chief of Chief of Electronics
17          Chief of Power
18          Chief of Radio Maintenance
19          Chief of Facilities & Maintenance
20          Chief of Information Production
21          Chief of Marketing and Promotions
22          Chief of Pass Sales
23          Chief of Employer/Retail Products
24          Chief of Customer Response
25          Coordinator, Rideshare Service Program
26          Coordinator, Vanpool Fleet
27          Coordinator, Customized Services
28          Chief of Rail Operations
Chief of Rail Vehicle Maintenance
Chief of Rail Materials Service Center
Chief of Rail Power
Chief of Rail Signals and Communication
Chief of Track & Facilities
Coordinator of Facilities Security
Chief of Rider Information
Coordinator, Operations Planning
Chief of Streetcar

\* Part of composite Chief of Vehicle Maintenance Layoff Group.

1 **ARTICLE 17: TRAINING**

2 **Section 1. Training Opportunities**

3 The County recognizes the benefit of training and will provide information and access to  
4 training opportunities for Employees, within budgeted appropriations. The decision to provide  
5 training opportunities will be based upon, but not limited by, the overall objectives of encouraging  
6 and motivating Employees to improve their work performance.

7 **Section 2. Reimbursement for Training Expenses**

8 An Employee enrolled in a degree program that the County determines to be job-related may  
9 be eligible to receive reimbursement from the County for up to 50% of this program. An Employee  
10 who takes individual classes or courses which management determines to be job-related may be  
11 eligible to receive reimbursement from the County for up to 100% of class fees or course fees. The  
12 decision to provide any reimbursement or initial course approval is solely based upon the County's  
13 discretion and is subject to financial constraints.

14 **ARTICLE 18: DRUG FREE WORK PLACE**

15 The Union agrees to comply with all applicable Federal, State and County regulations,  
16 ordinances and executive orders with regard to the drug free workplace.

17 **ARTICLE 19: RIGHTS OF MANAGEMENT**

18 Except as limited by the express written terms and conditions of this Agreement or by any  
19 practice mutually established by the County and the Union, the management and direction of the  
20 workforce are vested exclusively in the County. In areas where this Agreement is silent, the  
21 management and direction of Employees will be in accordance with King County Personnel  
22 Guidelines and other directives, policies and ordinances, as appropriate.

23 **ARTICLE 20: LABOR-MANAGEMENT COMMITTEE**

24 **Labor-Management Committee.** The Union and County agree to establish a Labor-  
25 Management Relations Committee. Such committee will meet on an ad hoc basis, no more  
26 frequently than once per month, for the purpose of discussing issues or problems which may arise in  
27 contract or policy administration. The Union Representative and the County will co-chair the  
28 meeting and determine the appropriate participants, based on the issues to be discussed.





1 **ARTICLE 23: DURATION AND MODIFICATIONS**

2 **Section 1. Effective Date**

3 This Agreement shall be effective upon conclusion of the approval process by King County  
4 Council and shall cover the period September 1, 2011 through August 31, 2014.

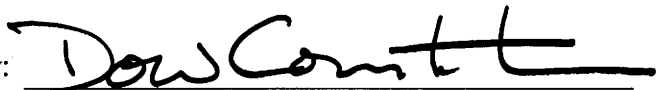
5 **Section 2. Modification**

6 For the duration of this Agreement, the County and the Union may, with mutual consent,  
7 negotiate modifications, including additions, deletions and changes, to the terms of this Agreement.  
8 No modification will become effective without a written agreement, signed by both the County and  
9 the Union, that defines the specifics of the modification.

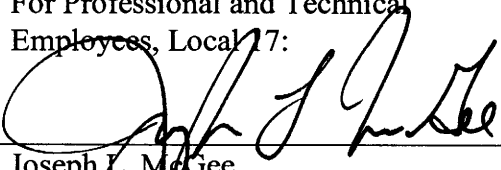
10 **Section 3. Negotiations for Succeeding Agreement**

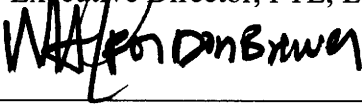
11 Negotiations for the succeeding Agreement may be initiated by either party providing to the  
12 other written notice of its intention to do so.

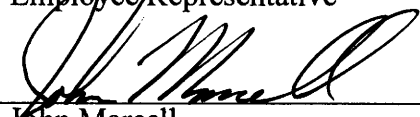
13 APPROVED this 8 day of OCTOBER, 2012.

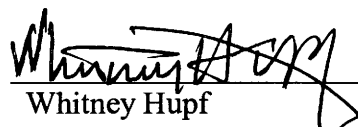
14  
15 By:   
16 King County Executive

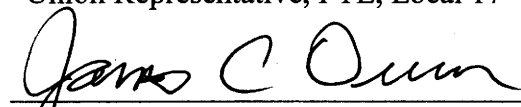
17  
18 For Professional and Technical  
19 Employees, Local 17:

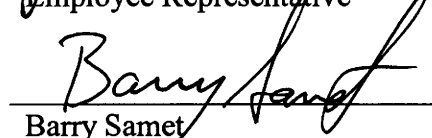
20   
21 Joseph L. McGee  
22 Executive Director, PTE, Local 17

23   
24 Donald Brewer  
25 Employee Representative

26   
27 John Marcell  
28 Employee Representative

  
Whitney Hupf  
Union Representative, PTE, Local 17

  
James Dunn  
Employee Representative

  
Barry Samet  
Employee Representative

1 cba Code: 042

Union Code(s): C3

2 ADDENDUM A

3 Professional and Technical Employees

4 Local 17

5 Transit Division – Chiefs

6 Effective September 1, 2011

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Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
8701100	871401	Transit Chief	\$85,222	\$89,362	\$93,703	\$98,254	\$103,027
8702100	871411	Transit Chief - Power	\$94,597	\$99,192	\$104,010	\$109,062	\$114,360
2221400	222801	Marketing & Sales Specialist IV	\$85,222	\$89,362	\$93,703	\$98,254	\$103,027
2230400	223602	Customer Services Supervisor	\$85,222	\$89,362	\$93,703	\$98,254	\$103,027
2815100	283201	Rideshare Operations Chief	\$85,222	\$89,362	\$93,703	\$98,254	\$103,027
5221100	522801	Transit Security Coordinator	\$85,222	\$89,362	\$93,703	\$98,254	\$103,027
8309100	834302	Radio Maintenance Chief	\$85,222	\$89,362	\$93,703	\$98,254	\$103,027

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## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>Professional and Technical Employees, Local 17 (Transit Chiefs - Department of Transportation, Metro Transit Division)</b>
<b>Labor Negotiator</b>
<b>David Levin</b>

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

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. Recovers the 2% cost-of-living adjustment (COLA) that this bargaining unit received in 2011, the year when most County employees received no COLA. This is accomplished by decreasing the COLA amount by 0.3%, 1.0%, and 0.7% in 2012, 2013, and 2014, respectively.
2. Establishes the new coalition COLA formula (less the amounts described above) for this bargaining unit, in place of the old standard County COLA.
3. Updates the safety shoe allowance from a \$160 voucher to a \$220 check, to reflect the current cost of good safety shoes.
4. Various adjustments to the holiday accrual bank, including a change to better manage staffing in 24-7 operations at the end of the year, when there are several holidays in a short period of time.
5. New language providing rules for staffing at the Link Control Center during emergencies without compromising management's needs to keep the Light Rail line running.
6. Clarification of the just cause discipline language.

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

**CONTRACT:** Professional and Technical Employees, Local 17 (Transit Chiefs - Department of Transportation, Metro Transit Division)

**TERM OF CONTRACT:** September 1, 2011, through August 31, 2014

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** The Transit Chiefs are the first line of supervision in the Metro Transit Division.

**NEGOTIATOR:** David Levin

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	The contract contains a provision allowing for reduction-in-force based on seniority and qualifications.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties attempted to engage in interest-based discussions during the collective bargaining process. The contract was ultimately resolved through Public Employment Relations Commission (PERC) mediation.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The contract contains a provision relating to equal employment opportunity.
➤ <b>CONTRACTING OUT OF WORK:</b>	The contract would allow for the contracting out of work as long as it does not eliminate or reduce the normal workload of the bargaining unit.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The contract charters a labor/management committee.
➤ <b>MEDIATION:</b>	The contract encourages mediation for both contractual and non-contractual disputes.
➤ <b>CONTRACT CONSOLIDATION:</b>	The contract covers Transit Chiefs who perform work in a great number of sub-disciplines of the Metro Transit Division.
➤ <b>HEALTH BENEFITS COST SHARING:</b>	The bargaining unit is subject to the agreements of the Joint Labor Management Insurance Committee.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	Collective bargaining negotiations commenced before the expiration of the contract; however, negotiations continued past the expiration of the contract and into PERC mediated bargaining, as resolution of wage issues was difficult.

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

**CONTRACT:** Professional and Technical Employees, Local 17 (Transit Chiefs - Department of Transportation, Metro Transit Division)

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The use of temporary or part-time employees is governed by the King County Personnel Guidelines.

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	This bargaining unit is paid on a biweekly basis.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	This bargaining unit is eligible for interest arbitration by state statute.
➤ <b>NO STRIKE PROVISION:</b>	The contract contains a no-strike provision.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	This bargaining unit receives standard forms of leave.
➤ <b>HOURS OF WORK:</b>	All of the members of the bargaining unit are currently classified as Fair Labor Standards Act (FLSA) exempt.
➤ <b>PERFORMANCE EVALUATIONS:</b>	The contract requires that all employees receive regular performance appraisals.



September 28, 2012

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

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide quality transit service to the public. The enclosed ordinance, if approved, will ratify the Professional and Technical Employees, Local 17 (Transit Chiefs) collective bargaining agreement for the period of September 1, 2011, through August 31, 2014. This agreement covers approximately 100 employees in the Department of Transportation.

Transit Chiefs are responsible for the first line supervision and direction of facilities in the Operations, Vehicle Maintenance, Power and Facilities, and Rail Sections of the Transit Division. Transit Chiefs also supervise work groups of professional staff members in areas such as Service Development; Paratransit and Rideshare; and Sales and Customer Services.

The employees in this bargaining unit supervise the employees who directly provide transit services to the public. They supervise employees at the transit bases throughout the County and provide guidance and expertise to the functions of the Metro Transit Division that are housed in King Street Center.

Due to the timing of the settlement of this bargaining unit's prior contract, the Transit Chiefs received a cost-of-living adjustment (COLA) of 2% in 2011, the year when most of the bargaining units in the County received no COLA. As a result, since 2011 the Transit Chiefs have had a rate of pay 2% higher than the negotiated Range 68 on the King County Squared Table. The new contract settlement recovers the 2% in higher wages that this group received in 2011 by tapering future COLAs down by 0.3%, 1.0%, and 0.7% in the years 2012, 2013, and 2014, respectively, for a total of 2%. By the start of year 2014, the wage rate is restored to Range 68 on the King County Squared Table.

The new contract also makes a number of changes that address operational and employee concerns. It clarifies and simplifies the just cause discipline language. Also, because some of the employees in this bargaining unit work in groups that provide twenty-four seven staffing, the parties have reached agreements that strike a better balance between operational needs and employee interests in managing holidays and responding to emergencies. Some of these provisions apply specifically to the Rail Operations Chiefs who staff the Link Control Center.

The employees in this bargaining unit, on a day to day basis and through long term projects, work to improve the efficiency of the Metro Transit Division's operations. In their roles as Chiefs at the transit bases and as the supervisors of work groups in the fields of service development; sales and customer services; power and facilities; rail; and paratransit and rideshare, Transit Chiefs are tasked with finding innovative and efficient ways of delivering transit services to the public.

This agreement furthers the goals of the County's Strategic Plan including the following areas:

- Service Excellence: will help ensure a continuity of Transit services that are responsive to community needs;
- Financial Stewardship: by recovering the 2% COLA that this bargaining unit received in 2011 and restoring wage rates to the King County Squared Table;
- Quality Workforce: by ensuring fair wages and benefits in order to recruit and retain good employees; and
- Economic Growth and Built Environment: a well run transit system helps link our communities.

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

Thank you for your consideration of this ordinance. This important legislation will help provide King County residents with a well run transit system.

The Honorable Larry Gossett  
September 28, 2012  
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If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations,  
at 206-296-4273.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Michael Woywod, Chief of Staff  
          Anne Noris, Clerk of the Council  
Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County  
    Executive Office  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Patti Cole-Tindall, Director, Office of Labor Relations

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# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	International Federation of Professional & Technical Engineers, Local 17 (Transit Chiefs - DOT, Metro Transit Division)	
<b>Effective Date:</b>	Three year contract 9/1/2011 – 8/31/2014	
<b>Affected Agency and/or Agencies:</b>	Transit	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004
<b>Department Sign Off:</b>	Jill Krecklow, Finance & Administrative Services Manager, Transit, DOT	<b>Phone:</b> 684-1019
<b>Note Reviewed by:</b>	Shelley De Wys, Budget Analyst	<b>Phone:</b> 263-9718
<b>Supplemental Required?</b>	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2012	2013	2014
Public Trans Op	464	Transportation	\$ 172,132	\$ 274,090	\$ 176,728
<b>TOTAL: Increase FM previous year</b>			<b>\$ 172,132</b>	<b>\$ 274,090</b>	<b>\$ 176,728</b>
<b>TOTAL: Cumulative</b>			<b>\$ 172,132</b>	<b>\$ 446,222</b>	<b>\$ 622,950</b>

EXPENDITURE BY CATEGORIES:						
Expense Type	Dept Code	Department	2011 Base	2012	2013	2014
Salaries			\$ 11,256,077	\$ 149,706	\$ 238,381	\$ 153,703
OT			\$ 0	\$ 0	\$ 0	\$ 0
PERS & FICA			\$ 1,686,160	\$ 22,426	\$ 35,709	\$ 23,025
<b>TOTAL</b>			<b>\$ 12,942,237</b>			
<b>TOTAL: Increase FM previous year</b>				<b>\$ 172,132</b>	<b>\$ 274,090</b>	<b>\$ 176,728</b>
<b>TOTAL: Cumulative</b>				<b>\$ 172,132</b>	<b>\$ 446,222</b>	<b>\$ 622,950</b>

ASSUMPTIONS:	
<b>Assumptions used in estimating expenditure include:</b>	
1. Contract Period(s):	Three year contract 9/1/2011 – 8/31/2014
2. Wage Adjustments & Effective Dates:	
<b>COLA:</b>	90% Seattle June to June for 2012 minus .3%, 1.33%, 95% Seattle June to June for 2013 minus 1%, 2.09% For 2014 employees will be placed on the squared table at Range 68. Based on current OEFA forecast, this is estimated to equal 1.32%
<b>Other:</b>	COLA increases effective January of each year.
<b>Retro/Lump Sum Payment:</b>	Retro pay for 2012 estimated for 10 months equals \$143,443.
3. Other Wage-Related Factors:	
<b>Step Increase Movement:</b>	No change
<b>PERS/FICA:</b>	14.98%
<b>Overtime:</b>	
4. Other Cost Factors:	