

**Memorandum of Agreement
for the Collective Bargaining Agreement
Technical Employees' Association – Capital Division, Metro Transit Department,
Staff unit
[427]**

Subject: Adoption of the 2015-2018 TEA Transit Unit CBA

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the Technical Employees' Association (the Association).

Background:

1. The County and the Association are parties to a Collective Bargaining Agreement (CBA) for the period of January 1, 2019, through December 31, 2024.
2. The parties prior CBA covered the period of January 1, 2015, through December 31, 2018, and was reached as a result of an interest arbitration hearing pursuant to Revised Code of Washington (RCW) 41.56.492 That interest arbitration decision was issued on October 23, 2017, by Arbitrator Axon and was promptly appealed by the Association. The interest arbitration decision remained under appeal until October 21, 2021, when the Association withdrew its appeal.
3. During the pendency of the appeal, the parties did not ratify a 2015 – 2018 CBA. However, under the authority of RCW 41.56.01 et seq. the County implemented the economic portions (wages and wage-related items) of the arbitration agreement that were not being appealed by the Association.
4. The parties commenced negotiations on the 2019 – 2024 CBA on October 11, 2018, and agreed to a “starting CBA” which the parties used as the document upon which to make proposals that would ultimately be memorialized in the 2019 – 2024 CBA. The 2019 – 2024 CBA will be transmitted to Council for ratification in 2023.
5. The parties now wish to formally recognize and memorialize the “starting CBA” as the CBA that covered the period of January 1, 2015 – December 31, 2018, and do so via this Agreement.

Agreement:

1. The parties hereby acknowledge the attached as the CBA of record between King County and the Technical Employees' Association for the period of January 1, 2015 – December 31, 2018.

2. The parties agree that there are no outstanding items or provisions in that CBA that require implementation by either party.

3. The parties enter this agreement to complete this historical record of CBAs between the parties. The 2015 – 2019 CBA shall have the same force and effect as any other expired CBA between the parties and may be referenced as such.

4. This Agreement shall be attached to the 2019 – 2024 CBA and be effective upon adoption of that CBA by the King County Council.

For the Technical Employees Association:

DocuSigned by:
Alton Gaskill
D5E0925ECD6E4CF

Alton Gaskill
President

8/29/2023

Date

For King County:

DocuSigned by:
Sasha Alessi
9BBD219A728E4E7...

Sasha Alessi
Labor Relations Manager
Office of Labor Relations
King County Executive Office

8/29/2023

Date

ATTACHEMENT TO MOA 427U0223
AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES’ ASSOCIATION
Department of Transportation - Transit Staff
1/1/15 - 12/31/18

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1 such request.

2 **2.3 Exemption:** Nothing contained in 2.2 shall require an employee to join the Association
3 who objects to membership in the Association on the grounds of a bona fide religious objection, in
4 which case the employee shall pay an amount of money equivalent to the regular Association dues
5 and initiation fee to a non-religious charity or to another charitable organization mutually agreed
6 upon by the employee affected and the bargaining representative to which the employee would
7 otherwise pay the dues and initiation fee. The employee shall furnish written proof that such
8 payments have been made. If the employee and the Association are unable to agree on the charity the
9 Public Employment Relations Commission shall designate the charity.

10 **2.4 Dues Deduction:** Upon receipt of written authorization individually signed by an
11 employee, the County shall have deducted from the pay of such employee the amount of dues as
12 certified by the secretary of the Association and shall transmit the same to its treasurer. The
13 Employer shall notify the Association of changes in employment status on a monthly basis.

14 **2.5 Indemnification:** The Association will indemnify, defend and hold the County harmless
15 against any claims made and against any suit instituted against the County on account of any check-
16 off of dues for the Association. The Association agrees to refund to the County any amounts paid to
17 it in error on account of the check-off provisions upon presentation of proper evidence thereof.

18 **2.6 Maintenance of Working Conditions:** The County recognizes its obligation to negotiate
19 wages, hours and working conditions with TEA.

20 **2.7 Application of Personnel Guidelines:** As set forth below, the 2005 King County
21 Personnel Guidelines shall apply to members of this bargaining unit where the Collective Bargaining
22 Agreement is silent or ambiguous. The 2005 Personnel Guidelines (except those identified below to
23 have no application) shall replace any pre-existing practice between the parties, provided that nothing
24 in those Guidelines will be interpreted or applied to circumvent the parties' collective bargaining
25 obligations. However, should any genuine established practice arise subsequent to January 1, 2005
26 and such practice conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a
27 matter on which the Agreement is either silent or ambiguous), then the practice shall govern. Should
28 the Guidelines be invoked to interpret the contract, the arbitrator reserves the right to determine what

1 weight should be given along side those other interpretive factors that an arbitrator might conclude
2 appropriate.

3 Except as expressly noted, definitions in the Personnel Guidelines shall apply to the
4 interpretation of the Personnel Guidelines only.

5 The parties agree that the following provisions of the King County Personnel Guidelines
6 (2005) are preempted by the terms of the parties' Collective Bargaining Agreement:

7 Preamble/Disclaimer

8 Section 1.3

9 Chapter 4

10 Chapter 5

11 Sections 6.5, 6.6, 6.9, and 6.13 - 6.15

12 Chapter 9

13 Sections 11.1, 11.2, and 11.4

14 Sections 12.4, 12.5

15 Sections 14.1-14.6 and 14.9-14.15

16 Section 15.3

17 Chapter 16

18 Chapter 17

19 Chapter 18

20 Section 19.4

21 Chapter 22

22 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

1 standardized pay practices, to the extent required by law.

2 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

3 4.1 The Agreement expressed herein in writing constitutes the entire Agreement between the
4 parties and no express or implied or oral statements shall add to or supersede any of its provisions.

5 4.2 The parties acknowledge that during the negotiations which resulted in this Agreement,
6 each had the unlimited right and opportunity to make demands and proposals with respect to any
7 subject or matter appropriate for collective bargaining, and that the understanding and agreements
8 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
9 Therefore, the County and TEA, for the life of this Agreement, each voluntarily and unqualifiedly
10 waive the right and each agrees that the other shall not be obligated to bargain collectively with
11 respect to any subject or matter.

12 4.3 **Modification:** Should the parties agree to amend or supplement the terms of this
13 Agreement, such amendments or supplements shall be in writing and effective when signed by the
14 parties.

15 **ARTICLE 5: DISCIPLINE AND PROBATION**

16 5.1 **Discipline:** The County may discipline an employee for just cause. Discipline may
17 include, but is not limited to, verbal or written reprimands, delay or withholding of a salary step
18 increase, reduction of pay, demotion, disciplinary transfers, and suspensions without pay and/or
19 discharge of the Employee.

20 Prior to any disciplinary action being taken an investigation will be conducted. The
21 Employee will be advised of the basis of any disciplinary action and given the opportunity to respond
22 prior to the implementation of the discipline. The type and severity of disciplinary action will be
23 consistent with the nature and severity of the behavior that led to the disciplinary action. In
24 determining appropriate disciplinary action, the County will also consider mitigating circumstances,
25 which may include the Employee's work record. Probationary and Term Limited Employees are not
26 subject to the definitions or provisions in this Article.

27 5.2 **Probation:** New Employees, including those new to a position, shall be subject to a six
28 (6) month probationary period. Employees who have been assigned to a position as an acting or TLT

1 shall be provided credit for such time toward this period, at the discretion of the appointing authority.
2 A probationary period may be extended beyond six (6) months, but no more than 12 months, upon
3 agreement of the County, the employee, and the TEA.

4 **5.3 Probationary period upon Promotion:** An employee who does not successfully
5 complete the probationary period in a position to which the employee has been promoted shall be
6 restored to the employee's former position, former salary, and all other benefits to which the
7 employee would have been entitled if the promotion had not occurred if the former position is still
8 vacant (has not been offered and accepted by an applicant), and the position still exists. If the former
9 position is unavailable, the individual will be offered any vacant Transit TEA represented position for
10 which they meet the essential qualifications for the classification and the specific qualifications for
11 the position. If they refuse to accept an offered position in a lower pay range than the position they
12 initially vacated, they will be laid off. If they accept a lower range position, they will have recall
13 rights to the next available position of the range they had at the time of the initial transfer. If they
14 refuse to accept a position of equal range and similar duties (to the position originally vacated) for
15 which they meet the essential qualifications, they will be placed on the recall list for two years.
16 Provided further, there are no reversion rights if the employee is discharged for cause.

17 **ARTICLE 6. GRIEVANCE PROCEDURE**

18 **6.1 Nature of the Procedure:** Any dispute between the County and TEA, or between the
19 County and any employee covered by this Agreement concerning the interpretation, application,
20 claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

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

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

28 Unless otherwise indicated, days in this Article will mean calendar days. Any time limits

1 stipulated in the grievance procedure may be extended by mutual agreement of the parties in writing.
2 If either party fails to respond within the designated time frames, the grieving party may, at its option,
3 continue to demand a response, or pursue the grievance to the next step of the resolution process
4 within the required time limit.

5 **6.2 Grievance Steps:** A grievance in the interest of a majority of the employees in the
6 bargaining unit shall be reduced to writing by TEA and may, at its discretion, be introduced at Step 2
7 of the grievance procedure within twenty-one (21) days of the alleged violation or within twenty-one
8 (21) days of when TEA reasonably should have known of the alleged violation. A grievance filed on
9 behalf of the County will be introduced at Step 3 of the grievance within twenty-one (21) days of
10 when the County should have reasonably known of the alleged violation.

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

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

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

26 **Step 3** - TEA shall have fourteen (14) days from the issuance of the Step 2 response to
27 advance the grievance to Step 3, otherwise the grievance shall be presumed to be resolved. TEA's
28 request to advance the grievance to Step 3 must be made in writing to the Director of the King

1 County Office of Labor Relations or designee copying the Labor Negotiator. The TEA representative
2 must sign the request to advance a grievance to Step 3.

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

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

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

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

20 **6.3 Arbitrator's Authority:** In connection with any arbitration proceeding held pursuant to
21 this Agreement, it is understood as follows:

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

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

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

1 party shall bear the cost of presenting its own case, including attorneys' fees, regardless of the
2 outcome of the case.

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

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

9 **6.4 Mediation:** At any step in the process by mutual agreement the parties may submit the
10 dispute to mediation. If the mediation is not successful the grievance will be reinstated at the step it
11 was prior to submission to mediation.

12 **ARTICLE 7: HOLIDAYS**

13 **7.1 Celebrated Holidays:**

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

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

Two (2) Personal Holidays	
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3 **B.** And, any special or limited holidays as declared by the president of the United
4 States or governor and as approved by the State of Washington, and as approved by the Council.
5 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and
6 any holiday falling on a Saturday shall be observed on the preceding Friday. To receive holiday pay,
7 an eligible employee must be in pay status the workday before and the workday after the holiday.
8 However, an employee who has successfully completed at least five (5) years of County service and
9 who retires at the end of a pay period in which the last regularly scheduled working day is observed
10 as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day
11 observed as a holiday. Holiday pay for non-exempt employees shall not exceed eight (8) hours of
12 pay in a work unit that has a standard forty-hour (40-hour) work week schedule.

13 **7.2 Personal Holidays:** Regular, probationary, provisional and term-limited temporary
14 employees shall receive two (2) personal holidays (as shown in 7.1) to be administered through the
15 vacation plan. One Personal Holiday shall be added to the vacation leave bank in the pay period that
16 includes the first day of October and one Personal Holiday shall be added to the vacation bank in the
17 pay period that includes the first day of November. These days may be used in the same manner as
18 any vacation day earned.

19 **7.3 Part-time Scheduled Employees:** Regular, probationary, provisional and part-time term-
20 limited temporary employees who work a part-time schedule receive paid holidays prorated based on
21 their work schedule consistent with 7.1 and 7.2.

22 **7.4 Holiday Compensation:**

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

1 taken off within one (1) year shall be compensated for in cash.

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

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

11 **7.5 Holiday Staffing:** The County may use reduced staffing on holidays consistent with
12 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating
13 through the list of employees by classification and seniority. If there are insufficient volunteers,
14 employees will be selected by the County using a rotation process. Employees may exchange
15 assigned holidays so long as the County incurs no additional costs. Employees proposing the
16 exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the
17 holiday. Any exchange of holiday assignments will obligate both employees to work those days that
18 they have exchanged.

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22 **ARTICLE 8: VACATIONS**

23 **8.1 Vacation Leave Accrual Schedule:**

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

27

28

Beginning with Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	5	000 thru 060	0.0462 X Basis Hours	12
6	8	061 thru 096	0.0577 X Basis Hours	15
9	10	097 thru 120	0.0616 X Basis Hours	16
11	16	121 thru 192	0.0770 X Basis Hours	20
17	17	193 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1078 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	n/a	301 and beyond	0.1154 X Basis Hours	30

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

8.3 Vacation Accrual: Employees eligible for vacation leave shall accrue vacation leave from their date of hire in a leave eligible position. Employees who work less than a full-time schedule shall receive a pro-rated leave to reflect his/her normally scheduled workweek.

8.4 Vacation Eligibility: Employees eligible for vacation leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position, and if they leave County employment prior to successfully

1 completing their first six (6) months of County service, shall forfeit and not be paid for accrued
2 vacation leave. Vacation may not be used until earned.

3 **8.5 Vacation Payout:** Employees shall be paid for accrued vacation leave to their date of
4 separation up to the maximum accrual amount if they have successfully completed their first six (6)
5 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall
6 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of
7 leaving County employment less mandatory withholdings. If an employee leaves prior to successful
8 completion of the six months of County service, they shall forfeit and not be paid for accrued
9 vacation leave.

10 **8.6 Vacation Schedules:** The manager/designee will be responsible for scheduling vacation
11 of employees in such a manner as to achieve the greatest vacation opportunity for the employees
12 while maintaining the efficient functioning of the work unit. No employee shall work for
13 compensation for the County in any capacity during the time that the employee is on vacation.

14 **8.7 Maximum Accrual:** Employees eligible for vacation leave may accrue up to 480 hours
15 vacation prorated to reflect their normally scheduled workday. Employees eligible for vacation leave
16 shall use vacation leave beyond the maximum accrual amount prior to the end of the pay period that
17 includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual
18 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
19 manager/designee has approved a carryover of such vacation leave because of cyclical workloads,
20 work assignments or other reasons as may be in the best interests of the County.

21 **8.8 Payout on Separation due to Death:** In cases of separation from County employment by
22 death of an employee with accrued vacation leave and who has successfully completed his/her first
23 six (6) months of County service in a paid leave eligible position, payment of unused vacation leave
24 up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as
25 provided for by state law, RCW Title 11.

26 **8.9 Vacation rate on Return:** If a regular employee eligible for vacation leave resigns from
27 County employment in good standing or is laid off and subsequently returns to County employment
28 within two (2) years from such resignation or layoff, as applicable, the employee's prior County

1 service shall be counted in determining the vacation leave accrual rate under 8.1.

2 **8.10 Partial Payments:** Employees who are FLSA overtime eligible may use vacation leave
3 in whole hours and fractions of an hour up to two decimal places. FLSA-exempt employees may use
4 vacation in increments of not less than one (1) day.

5 **8.11 Limited use on Probation:** During the first six (6) months of County service,
6 employees eligible to accrue vacation leave may not use any accrued days of vacation leave. If an
7 employee does not work a full six (6) months, any vacation leave used for sick leave must be
8 reimbursed to the County upon termination. This paragraph does not apply to employees using
9 accrued vacation leave for a qualifying event under the Washington Family Care Act or as otherwise
10 required by law.

11 Employees who are in a probationary period as a result of promotion shall be entitled to use
12 vacation time accrued in their prior position while they are in a probationary status in their new
13 position subject to the approval of the manager/designee.

14 **8.12 Vacation Donation:** Any regular full-time or regular part-time employee may donate to
15 any other regular employee a portion of his or her accrued vacation for the purpose of supplementing
16 the sick or family leave benefits of the receiving employee. Donated vacation shall be converted to a
17 dollar value based upon the donor's straight-time rate of pay. Vacation donations are strictly
18 voluntary. Employees are prohibited from offering or receiving monetary or other compensation in
19 exchange for donating vacation hours.

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

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

1 **3. Return of Unused Donations:** Donated vacation leave hours must be used within ninety
2 (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or
3 due to the death of the receiving employee will revert to the donor. Donated vacation leave hours
4 will be excluded from vacation leave payoff provisions contained in this Article. For purposes of this
5 Article, the first hours used by an employee will be accrued vacation leave hours.

6 **ARTICLE 9: SICK LEAVE**

7 **9.1 Sick Leave:** Regular, probationary, provisional and term-limited temporary employees will
8 accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime
9 up to a maximum of ninety-six (96) hours per year. Employees shall accrue sick leave from their date
10 of hire in a leave eligible position. Employees are not entitled to sick leave if not previously earned.
11 Employees who are FLSA overtime eligible may use sick leave in whole hours and fractions of an
12 hour up to two decimal places at the discretion of their immediate supervisor. FLSA-exempt
13 employees may use sick leave in increments of not less than one (1) day.

14 **9.2 Vacation as an extension of Sick Leave:** During the first six (6) months of service in a
15 paid leave eligible position, eligible employees may, at the manager/designee's discretion, use any
16 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six
17 (6) months in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed
18 to the County upon termination. This paragraph does not apply to employees using accrued vacation
19 leave for a qualifying event under the Washington Family Care Act or as otherwise required by law.

20 **9.3 Donation of Sick Leave Hours:**

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

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

28 **3. Return of Unused Donations:** Donated sick leave hours must be used

1 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death
2 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
3 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
4 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
5 accrued sick leave hours.

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

9 **D. Conversion Rate:** All vacation and sick leave hours donated will be converted to
10 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
11 value will then be divided by the receiving employee's hourly rate to determine the actual number of
12 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
13 straight time hourly rate at the time of re-conversion. An employee eligible for paid leave benefits
14 may donate accrued vacation and/or sick leave in accordance with procedures set forth under Chapter
15 3.12.223 of the King County Code (K.C.C.).

16 **9.4 Unlimited Accrual:** There will be no limit to the hours of sick leave benefits accrued by
17 paid leave eligible employee.

18 **9.5 Restoration following Separation:** Should a regular employee resign in good standing, be
19 laid off or separated for non-disciplinary medical reasons and return to County employment within two
20 (2) years, his/her accrued sick leave will be restored.

21 **9.6 Pay upon Separation:** A paid leave eligible employee who has successfully completed at
22 least five (5) years of County service and who retires as a result of length of service or who separates by
23 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an
24 amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the
25 employee's rate of pay in effect upon the date of leaving County employment, less mandatory
26 withholdings.

27 **9.7 Leave Without Pay for Health Reasons:** An employee must use all of his/her sick leave
28 before taking unpaid leave for his/her own health reasons. If the injury can be compensated under the

1 County's workers compensation program, then the employee has the option to augment or not
2 augment time loss payments with the use of his/her accrued sick leave.

3 **9.8 Leave Without Pay for Family Reason:** For a leave for family reasons, the employee
4 will choose at the start of the leave whether the particular leave would be paid or unpaid (see 9.11);
5 but, when an employee chooses to take paid leave for family reasons s/he may set aside a reserve of
6 up to eighty (80) hours of accrued sick leave.

7 **9.9 Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her
8 sick leave may use accrued vacation leave before going on leave of absence without pay.

9 **9.10 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

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

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

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

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

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

24 C. Exposure to contagious diseases and resulting quarantine.

25 D. An employee's temporary disability caused by or contributed to by pregnancy and
26 childbirth.

27 E. The employee's medical, ocular or dental appointments provided that the
28 employee's manager/designee has approved the scheduling of sick leave for such appointments.

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

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

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

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

12 3. The reason for the leave is one of the following:

13 a. The birth of a son or daughter and care of the newborn child, or
14 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
15 within twelve (12) months of the birth, adoption or placement;

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

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

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

26 **9.11 Unpaid Leave:** An employee may take a total of up to eighteen (18) work weeks unpaid
27 leave for his or her own serious health condition, and for family reasons as provided in Sections
28 9.10.F and 9.10.G combined, within a twelve (12) month period. The leave may be continuous,

1 which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as
2 needed. Intermittent leave is subject to the following conditions:

3 **A. Birth or Adoption:** When a leave is taken after the birth or placement of a child
4 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
5 only if authorized by the employee's manager/designee.

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

9 **C. Temporary Transfer:** If an employee requests intermittent leave or leave on a
10 reduced leave schedule, under Section B. above, that is foreseeable based on planned medical
11 treatment, the manager/designee may require the employee to transfer temporarily to an available
12 alternative position for which the employee is qualified and that has equivalent pay and benefits and
13 that better accommodates recurring periods of leave than the regular position of the employee.

14 **9.11.1 Concurrent Time:** Use of donated leave will run concurrently with the eighteen (18)
15 workweek family medical leave entitlement.

16 **9.11.2 Insurance Premiums:** The County will continue its contribution toward health care
17 during any unpaid leave taken under Section 9.11.

18 **9.11.3 Return to Work from Unpaid Leave:** An employee who returns from unpaid family
19 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

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

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

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

24 **9.11.4 Failure to Return to Work:** Failure to return to work by the expiration date of the
25 leave of absence may be cause for removal and result in termination of the employee from County
26 service.

27 **9.12 Provider Certification:** The manager/designee and employee is responsible for the
28 proper administration of the sick leave benefit. Verification from a licensed health care provider may

1 be reasonably required to substantiate the health condition of the employee or family member for
2 leave requests.

3 **9.13 Definition of Child:** For purposes of this Article, a child means a biological, adopted or
4 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,
5 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of
6 self care because of mental or physical disability.

7 **9.15 Family and Medical Leave and Family Care:** Employees shall be entitled to family
8 medical leave, as provided by the King County Family Medical Leave Act, the federal Family
9 Medical Leave Act, and any Washington state laws that provide for family medical leave. For
10 reference purposes, the current text of the King County Family Medical Leave Act is attached as
11 Addendum B.

12 **ARTICLE 10: GENERAL LEAVES**

13 **10.2 Leave - Organ Donors:** The manager/designee shall allow all employees eligible for
14 paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures
15 such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take
16 five (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

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

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

25 **C.** Time off from work for the purpose set out above in excess of five (5) working
26 days will be subject to the terms of this Agreement.

27 **10.3 Bereavement Leave:**

28 **A.** Employees eligible for paid leave benefits shall be entitled to three (3) working

1 days of bereavement leave per occurrence of any death of members of their immediate family.

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

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

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

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

13 **10.4 Leave - Examinations:** Employees eligible for paid leave benefits shall be entitled to
14 necessary time off with pay for the purpose of participating in County qualifying or promotional
15 examinations. This shall include time required to complete any required interviews.

16 **10.5 Jury Duty:**

17 **A.** Employees eligible for paid leave benefits who are ordered on a jury shall be
18 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of
19 mileage, with the Finance and Business Operations Division of the Department of Executive
20 Services. Employees shall report back to their supervisor on their next scheduled workday when
21 dismissed from jury service.

22 **10.6 School Volunteer:** Employees eligible for paid leave benefits shall be allowed the use
23 of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the
24 school attended by the employee's child; provided, an employee requesting to use sick leave for this
25 purpose will submit such request in writing specifying the name of the school and the nature of the
26 volunteer services to be performed.

27 **10.7 Military Leave:** A leave of absence for active military duty or active military training
28 duty will be granted to eligible employees in accordance with applicable provisions of state and/or

1 federal law; and County policy provided that a request for such leave shall be submitted to the
2 manager/designee in writing by the employee and accompanied by a validated copy of military orders
3 ordering such active duty or active training duty.

4 **10.8 Executive Leave:** Employees who are exempt from the overtime provisions of the
5 FLSA shall be eligible for up to 10 days of Executive Leave annually. All employees who are
6 exempt from overtime shall receive at least three (3) days of Executive Leave annually.

7 **10.9 Leave Without Pay:**

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

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

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

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

18 **E.** If a leave of absence without pay was granted for purposes of recovering health,
19 the employee shall be required by the director to submit a physician's statement concerning the
20 employee's ability to resume duties prior to return to work.

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

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

27 **H.** A leave of absence without pay may be revoked by the director upon evidence
28 submitted to the director by the appointing authority of the employee indicating that such leave was

1 requested and granted under false pretenses, or that the need for such leave has ceased to exist.

2 **10.10 Closure of County Facilities:**

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

4 1. If a facility is closed by order of the County Executive, regular, provisional,
5 probationary and term limited temporary employees scheduled to work will be paid their normal
6 salary or hourly wage until such time as the facility is reopened, alternative worksites are arranged, or
7 a reduction in force is implemented. If the shutdown extends for more than one week, the status of
8 displaced workers may be reviewed by the Executive to determine whether a reduction in force due
9 to either lack of funds or lack of work is in order. This applies to affected overtime exempt as well as
10 hourly employees.

11 Employees who previously request and have been approved for time off (e.g., vacation, sick
12 leave, compensatory time off, executive leave, leaves of absence) will have hours deducted from their
13 accruals as approved.

14 Employees designated as first responders and mission critical employees who are unable to
15 report to work will have their time charged to vacation, comp-time (hourly), Executive Leave
16 (salaried) or leave without pay unless the agency director determines that regular pay is warranted
17 and waives the charging of the time missed.

18 2. Where a department or division director or agency administrator closes
19 operations in his or her agency during the work day or orders employees to leave the premises
20 because of safety concerns, employees (regular, provisional, probationary and term limited
21 temporary) scheduled to work will be paid for the normally scheduled work day.

22 3. Continued closure of a facility outside the downtown core beyond the first
23 day (or partial day) as described above must be approved by the Executive; otherwise, the facility
24 will be deemed open.

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

26 Where a department, office or facility remains open but conditions prevent an employee from
27 reporting to work:

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

1 2. The employee may request, and the supervisor may approve, the use of
2 compensatory time, executive leave, vacation time, or leave without pay to cover absences resulting
3 from a county emergency, critical incident, or inclement weather. Sick leave may not be used in such
4 instances except where appropriate under sick leave provisions of the King County Code, Personnel
5 Guidelines and this collective bargaining agreement.

6 **ARTICLE 11: HOURS OF WORK AND OVERTIME**

7 **11.1 Standard Five-Eight (5-8) Workweek Schedule:** For FLSA non-exempt employees, the
8 standard workweek will consist of five (5) consecutive work days not to exceed eight (8) hours each
9 exclusive of the meal period and not to exceed forty (40) hours per week and shall normally be
10 scheduled Monday through Friday. However, the establishment of work schedules is vested solely
11 within the purview of the County and may be changed from time to time with 2 weeks notice to the
12 employee.

13 **11.2 Overtime Payment:** Employees covered by this bargaining unit who are employed in a
14 bona fide executive, administrative or professional capacity and are in turn exempt from overtime
15 payments under the Federal Fair Labor Standards Act are expected to work the hours necessary to
16 satisfactorily perform their jobs. These employees are not eligible for overtime payments.

17 **11.2.1** FLSA non-exempt employees shall be paid at an overtime rate of one and one half
18 times their regular rate of pay for all hours worked in excess of their regularly scheduled work day or
19 work week. Unworked hours in a paid status (e.g., vacation, sick leave) shall be counted toward the
20 overtime eligibility threshold.

21 **11.2.2** All overtime shall be authorized in advance by the division manager/designee in
22 writing, except in emergencies.

23 **11.3 Alternative Work Schedules:** A full-time employee may request, a four (4) day, forty
24 (40) hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative
25 schedule in order to support the County Commute Trip Reduction program. Employees will submit
26 written requests for alternative work schedule approval to the Section Manager/designee. Requests
27 will be evaluated and approved or denied relative to the business needs of the organization, and must
28 be reviewed at least annually. In administering any such alternative work schedule, the following

1 working conditions shall prevail:

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

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

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

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

18 **11.4 Compensatory Time:** An overtime eligible employee may request, and with approval of
19 the manager/designee, may receive compensatory time off in lieu of overtime pay. Such time shall
20 be earned at the rate of one and one-half (1.5X) hours for each hour worked.

21 **11.5 Emergency Call Back:**

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

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

1 accordance with the Emergency Call Back provisions of this Collective Bargaining Agreement.

2 **11.6 Telecommuting:** TEA and the County mutually recognize the importance of regularly
3 reporting to the assigned work site for the purposes of accomplishing work, however, consistent with
4 past practice, an employee may occasionally request, and a supervisor may occasionally approve, an
5 alternative telecommuting work schedule for a limited period of time for the purpose of
6 accommodating and balancing the individual needs of an employee and the business needs of the
7 organization. Additionally, employees are covered by the King County Telecommuting Policy (PER-
8 18.4 (AEP), and any amendments thereto.

9 **11.7 Home Free Guarantee:** The County will operate a program to provide employees with
10 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,
11 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated
12 overtime that day which requires the employee to leave work at other than the employee's regularly
13 scheduled quit time. Determination of what constitutes a qualified emergency will be made at each
14 worksite by the employee designated by the County. Employees can exercise their home free
15 guarantee a maximum of eight (8) times per calendar year.

16 **ARTICLE 12: REDUCTION IN FORCE**

17 **12.1 Order of layoff:** In the event of a reduction in force due to lack of work, lack of funds
18 or considerations of efficiency, the order of layoff will be determined by classification on the basis of
19 seniority. Where two or more regular employees within a classification are of equal seniority,
20 bargaining unit seniority shall determine the order of layoff between those employees. If the
21 employees are still tied after consideration of bargaining unit seniority, total County service shall
22 break the tie. If the employees are still tied, the County shall break the tie by considering merit.

23 **12.2 Seniority Calculation:** Seniority shall be the total time spent in a particular
24 classification. Part-time employees shall receive full credit. For instance, a 3/4 time employee who
25 works for 1 year in a classification shall have one (1) full year seniority in that position. If an
26 employee is bumped to a lower level classification in a classification series, the employee's seniority
27 shall be all of the time spent in the lower level classification combined with any time spent in higher
28 level classifications in the same class series.

1 **12.3 Classification Series:** The classification series shall be as follows:

- 2 1. Transit Engineers
- 3 2. Transit Designers
- 4 3. Transit Construction Management
- 5 4. Transit Project Control Engineer
- 6 5. Project/Program Manager
- 7 6. Administrative Specialist
- 8 7. Administrator
- 9 8. Business and Finance Officer
- 10 9. Real Property Agent
- 11 10. Transit Environmental Planner
- 12 11. Database Administrator
- 13
- 14

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

17 **12.4** Employees may only bump into lower level classifications within the same classification
18 series or into another classification in the bargaining unit in which he or she obtained regular status.

19 **12.5 Example:**

- 20 1. Employer decides to layoff an Engineer III.
- 21 2. There are 3 Engineer IIIs. One with 2 years as an Engineer III, one with 4 years,
22 one with 6 years.
- 23 3. The Engineer III with 2 years will be laid off.
- 24 4. The laid off Engineer III may try to bump into a lower classification in the series or
25 into another classification in the bargaining unit in which he or she obtained regular status. If the
26 Engineer III had 2 prior years as an Engineer II, the Engineer III has 4 years for purpose of bumping
27 into the Engineer II classification.

28 **12.6 Qualifications:** No employee may bump another employee in a classification unless the

1 bumping employee meets the essential qualifications for the classification and the specific
2 qualifications for the position to which he/she intends to bump.

3 **12.7 Re-call Rights:** A regular employee who is laid off will have recall rights to his/her
4 previous position for two (2) years from the date of layoff. An employee retains his/her recall rights
5 if he/she accepts a lesser position with the County. An employee who is laid off shall forfeit his/her
6 recall rights if he/she refuses a recall.

7 **12.8 Notice of Recall:** A regular employee will have ten (10) days from the date the notice
8 of recall is sent by certified mail in which to notify the County of whether he/she will accept the
9 position. The County will consider the employee's failure to notify the County within ten (10) days a
10 refusal; however, if the County determines that there are warranting circumstances, it may accept a
11 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep
12 the County informed of his/her current address.

13 **12.9 Reinstatement:** A regular employee recalled within two (2) years from the time of
14 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of
15 layoff, and vacation leave accrual rate restored.

16 **ARTICLE 13: NON-DISCRIMINATION**

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

21 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

22 **14.1 No Work Stoppages:** The County and the Association agree that the public interest
23 requires efficient and uninterrupted performance of County services and to this end pledge their best
24 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association
25 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
26 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with
27 County functions by employees under this Agreement and, should same occur, the Association agrees
28 to take appropriate steps to end such interference. Any concerted action by employees shall be

1 deemed a work stoppage if any of the above activities occurs.

2 **14.2 Association's Responsibilities:** Upon notification in writing by the County to the
3 Association that any of its members are engaged in work stoppage, the Association shall
4 immediately, in writing, order such members to immediately cease engaging in such work stoppage
5 and provide the County with a copy of such order. In addition, if requested by the County, a
6 responsible official of the Association shall publicly order such employees to cease engaging in such
7 a work stoppage.

8 **ARTICLE 15: MEDICAL, DENTAL AND LIFE PLAN**

9 The County will provide medical, dental and life insurance plans for all benefits-eligible employees
10 in accordance with Addendum C of this Agreement.

11 **ARTICLE 16: SAVINGS CLAUSE**

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

18 **ARTICLE 17: WAGE RATES**

19 **17.1** Wage rates under this Agreement are set forth in Addendum A of this agreement.

20 **17.3 Step Increase and Merit Pay:** Upon satisfactory completion of a six (6) month
21 probationary period, regular employees shall be advanced to Step 2, if the rate currently held is
22 Step 1. A one-step increase for completion of probation for regular employees at Step 2 or above is
23 permissive, and may be given at the discretion of the appointing authority.

24 Every employee who received at least a satisfactory year-end evaluation and who is not at the
25 top of his or her schedule will advance the equivalent of one step as per existing practice on January 1
26 of the following year. An employee at the top of his or her schedule shall be eligible for merit
27 increases according to the existing practice.

28 **17.4 Licensing and Stamping:**

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

- 3 1. \$50 for employees who have PE or AIA licenses.
- 4 2. An additional \$50 for employees who have PE or AIA licenses and whose
5 positions require the stamping of engineering or architectural plans.

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

8 **ARTICLE 18: EMPLOYEE RIGHTS**

9 **18.1 Review of Personnel Files:**

10 The only personnel files will be the Department personnel file and the Section personnel file.
11 Additionally, supervisors may keep a “working file” which may be used for the purpose of
12 developing an annual evaluation. Such materials will be purged from this working file when the
13 evaluation is finalized. Notes taken for such purpose may be added to the personnel file.

14 A copy of material placed into an employee’s personnel file(s) shall be provided to the
15 employee at the time of its placement in the file.

16 Upon request, an Employee can schedule an appointment to review his/her personnel files.
17 An Employee may authorize his/her Association representative to obtain a copy of his/her personnel
18 files. An Employee may also review and copy, upon request, any files to which s/he has a legal right
19 to access. Employees who challenge material included in their personnel files are permitted to insert
20 material relating to the challenge.

21 **18.2 Association Representation:** An Employee, at his/her request has the right to
22 Association representation at any meeting which he/she reasonably believes may lead to disciplinary
23 action against the Employee. If the employee requests TEA representation in such a matter, the
24 Employee will be provided reasonable time to arrange for TEA representation. The parties
25 acknowledge that in certain instances a reasonable time may be as little as that same day.

26 **18.3 Release Time and Facilities Access:**

27 **18.3.1 Workplace Access:** An employee authorized by TEA to serve as its representative
28 may visit the work location of other employees at reasonable times for purpose of administering the

1 terms of this Agreement. TEA shall regularly submit a list of its designated representatives to the
2 Manager of Design and Construction. If the TEA representative is making a worksite visit during his
3 or her regular work hours, s/he will obtain agreement from his/her supervisor. Before visiting the
4 work location, the TEA representative must contact the supervisor or manager of that location to
5 ensure that the worksite visit will not unduly interfere with normal operations at the worksite.

6 **18.3.2 Release Time:** When it is necessary during a TEA representative's work hours for
7 that TEA representative to participate in County meetings (i.e. investigatory interviews, Labor-
8 management meetings, negotiations, or grievance hearings) the TEA representative shall be on paid
9 time. In no instance shall the release of the TEA representative for this purpose interfere with County
10 operations. Release time shall be permitted for contract negotiations for a total of three (3)
11 employees unless the parties agree to permit more. Other representation activities (i.e. preparation
12 for collective bargaining, preparation for grievance hearings or arbitrations, advice on completing
13 forms or reports requested by the County, etc.) by TEA representatives must be conducted outside of
14 regular work hours.

15 **18.3.3 Bulletin Boards:** The County will permit the Association to post or distribute, in the
16 Employees' work locations announcement of meetings, elections of officers, and other Association
17 materials, provide there is sufficient space beyond what is required by the County for normal
18 operations. Only recognized officers, stewards and authorized representatives of the TEA will be
19 entitled to post TEA materials.

20 **18.3.4 Email, photocopies, and faxes:** The County recognizes that certain minimal use by
21 the Association of County equipment and facilities is consistent with County business needs.
22 Employees who are designated by TEA as representatives may make limited use of County
23 telephones, fax machines, copies and similar equipment for the use of contract administration. Use of
24 phones or fax machines shall not be for long distance calls. In addition, such employee
25 representatives may use the County electronic mail system for communications relating to contract
26 administration. Any use of county equipment or facilities must be use which is brief in duration and
27 accumulation, and which does not interfere with or impair the conduct of official County business.
28 The contours of this right are meant to parallel the County policy as regards the use of county

1 telephones for personal calls. The Association understands that any communication sent on County
2 equipment may be monitored by the County to the extent permitted by law. Any communication
3 must adhere to any and all County policies relating to proper communication in the workplace.

4 **ARTICLE 19: CONTRACTING OUT**

5 **19.1** The County agrees not to contract out the work typically performed by TEA members to
6 outside employers if such contracting out would result in a reduction in force of Association
7 employees in regular full-time positions.

8 **19.2** The County agrees not to utilize the services of a consulting firm for the purpose of
9 providing consultants to perform work traditionally and historically conducted by TEA bargaining
10 unit members, unless the consultants' work is limited to specific project-specific or work order
11 contracts, or used to augment the workforce on a short-term, temporary basis. This provision does
12 not preclude the County from hiring contract workers or consultants to augment work performed by
13 the bargaining unit in a manner that is consistent with the past practice of Design & Construction.

14 **19.3** The County agrees that it will not utilize individuals employed by consulting firms in
15 situations where the individuals are placed under the principal supervision of a County employee who
16 has authority to direct and assign their work.

17 **19.4** The County agrees that work performed by consultants will be limited to providing the
18 specific work product or service set forth within the terms of the consultant contracts.

19 **19.5** If, in order to adhere to County policies and procedures or state, local, and federal grant
20 conditions for a specific project, the County is required to contract all or part of the work to be
21 performed due to the limitations imposed by the funding agreement, such contracting, which shall be
22 limited as to what is required in each agreement, shall not be considered a violation of this Article;
23 provided that such contracting complies with Article 19.1.

1 **ARTICLE 20: BUS PASSES**

2 **20.1** Employees eligible for leave and insured benefits and eligible retirees as defined in this
3 section shall be issued a transit bus pass entitling the holder to ride without payment of fare on public
4 transportation services operated by or under the authority of the County. In addition, such employees
5 shall be entitled to use the transit bus pass to ride without payment of fare on public transportation
6 services operated by or under the authority of Pierce Transit, Kitsap Transit and Community Transit,
7 subject to agreements with such agencies as may be entered into by the executive. Use of transit bus
8 passes shall be restricted to such employees and retirees, and any unauthorized use shall, at a
9 minimum, result in forfeiture of the passes. Employees not eligible for leave and insured benefits
10 under this chapter shall not receive transit passes or any transit bus pass subsidy.

11 **20.2** For purposes of this section, “eligible retiree” means an employee eligible for leave and
12 insured benefits under this chapter who (1) separates from employment with the County while
13 holding a position determined by the director of the Department of Transportation to be dedicated
14 exclusively to the public transportation function, and (2) on the date of said separation is eligible to
15 receive benefits from a retirement system established pursuant to state law.

16 **20.3 Automobile Reimbursement:** No employee shall be required as a condition of
17 employment to provide a personal automobile for use on County business. Any use of a personal
18 automobile for County business shall be mutually agreed to by the County and the employee and
19 shall be reimbursed at the rate established by the Internal Revenue Service.

20 **ARTICLE 21: WORK-OUT-OF-CLASSIFICATION**

21 **21.1 General:** Employees are to be properly paid for their assigned body of work, except in
22 the case of incidental assignment as described below. No employee may assume the duties of a
23 higher paid position without formal assignment, except in a bona fide emergency. Employees are not
24 entitled to classification changes or compensation for work that is not assigned.

25 **21.2 Incidental Assignment:** Nothing in this article shall limit management from assigning
26 an employee incidental work outside of the employee’s current classification; such incidental work
27 assignment shall not constitute the basis for an out-of-class assignment.

28 **21.3 Special Duty Assignment:** Employees may be assigned work out of their regular

1 classification on a temporary basis by Special Duty Assignment. Restrictions on the length of the
2 assignment are governed by County policy and the Personnel Guidelines. If this assigned work is to
3 a lower classification, the employee will receive his/her normal rate of pay. Compensation for such
4 special duty assignment shall begin on the day identified in the written assignment.

5 **21.4 Pay on Special Duty:**

6 A. Pay for a special duty assignment shall be to the bottom of the pay range of the
7 existing higher-level job classification or to a pay step in the existing higher classification that
8 provides the step equivalent of approximately 5 percent increase over the employee's current rate of
9 pay, whichever is greater.

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

14 C. When the special duty assignment is completed, the employee's pay shall revert to
15 the pay rate the employee would have received if the employee had not been assigned to special duty.

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

18 **21.5 Accretion and other work-out-of classification:** Incidental assignments can have the
19 cumulative effect of creating out-of-classification work by accretion when assigned work out of the
20 employee's current classification becomes the preponderance of the work performed by the
21 employee. Reorganization, changes in job content or council actions may likewise cause the duties of
22 a position to change, or a position may be otherwise incorrectly classified. Under these
23 circumstances, employees may request the Human Resources Director (or designee) to review their
24 job duties to determine if the duties and responsibilities performed by the employee are more
25 accurately described in another, more appropriate, job classification.

26 A. **County Classification Review Procedure.** Employees will submit their request
27 for reclassification by completing a Position Description Questionnaire and forwarding it to the
28 applicable Human Resources Service Delivery Manager (SDM), who will forward it to the supervisor

1 for review and comment. After the supervisor has reviewed and commented upon the PDQ, the PDQ
2 will be returned to the employee for review and comment, and then submitted to the section manager
3 and the division director before being returned to the applicable SDM for finalization. Once the PDQ
4 has been finalized, it will be delivered to King County Human Resources Division for a classification
5 analyst to review the request according to their policies and procedures and notify the employee of
6 their findings when the review is completed.

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

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

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

24 **ARTICLE 22: SAFETY AND STANDARDS**

25 The County and its employees value a safe working environment and recognize their mutual
26 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance
27 with applicable state and federal laws and regulations. The County may create and enforce safety
28 standards above those required by law, provided that nothing in this Article waives TEA's rights to

1 collectively bargain. The County shall supply and maintain safety-related items and equipment as
2 required by law or Department or Division policy or directive.

3 **ARTICLE 23: PROMOTIONS**

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

- 8 ● Increases efficiency and effectiveness by retaining trained and qualified employees
- 9 ● Promotes a productive, high quality work environment
- 10 ● Provides employees with career growth opportunities within the Design and

11 Construction Section

- 12 ● Enhances employee morale

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

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

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

22 Vacancies may be advertised simultaneously to the Association and outside the Association in
23 the interest of efficiency. Application materials will be reviewed to identify those bargaining unit
24 candidates who meet the minimum qualifications of the positions based on the “qualifications” and
25 “special necessary requirements” listed on the job bulletin. The highly qualified candidates are those
26 who meet the “highly desirable” and/or “desirable” qualifications listed on the job bulletin. If there
27 are at least three (3) highly qualified internal applicants, management will interview a minimum of
28 three (3) highly qualified candidates before considering outside candidates. One of these highly

1 qualified candidates will be selected for the job. If there are fewer than three (3) highly qualified
2 Association candidates, management may also consider the outside candidates. The most qualified
3 candidate will be selected. Management’s decision on who is the most qualified applicant is solely
4 within its discretion and is not grievable under this Agreement.

5 **ARTICLE 24: DURATION**

6 This Agreement shall become effective upon the conclusion of the approval process by King
7 County and cover the period January 1, 2015 through December 31, 2018.

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

10 **APPROVED** this _____ day of _____, 2014.

13  A blue square stamp with "DS" in the top right corner and a handwritten signature "Sl" inside.

14 By: _____

15 King County Executive

16 Technical Employees’ Association:

17  A blue square stamp with "DS" in the top right corner and a handwritten signature "AG" inside.

18 _____
19 Alton Gaskill, President

1 Addendum C: Medical Benefits:

2 **KingCare**

3 KingCare	Gold	Silver	Bronze
4 Annual deductible	\$300/person \$900/family	\$600/person \$1,800/family	\$800/person \$2,400/family
5 Coinsurance paid by member	15% in network 35% out of network	25% in network 45% out of network	25% in network 45% out of network
6 Annual out-of-pocket maximum for medical services (total for deductible + 7 coinsurance)	In network \$1,100/person \$2,500/family Out-of-network \$1,900/person \$4,100/family Does not apply to 8 prescriptions	In network \$1,600/person \$3,800/family Out-of-network \$2,400/person \$5,400/family Does not apply to 9 prescriptions	In network: \$2,000/person \$4,800/family Out-of-network \$2,800/person \$6,400/family Does not apply to 10 prescriptions
11 Copay for prescription drugs— 30 day supply	\$7 generic \$30 preferred brand \$60 non preferred brand		
12 Copay for prescription drugs— 90 day supply mail order	\$14 generic \$60 preferred brand \$120 non preferred brand		
13 Annual out-of-pocket maximum for prescription drugs	\$1,500/person or \$3,000/family		
14 Emergency Room Co-pay	\$100		
15 Benefit Access Fee	\$90/month		
16 Premium Share (effective 1/1/2018)	\$40/month employee-only and \$75/month for full family		