

Master Labor Agreement (MLA) - Appendix 27
Agreement Between King County
And
Professional and Technical Employees, Local 17
Professional & Technical - Department of Transportation
[046]

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE..... 1
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1
ARTICLE 3: RIGHTS OF MANAGEMENT 3
ARTICLE 4: HOLIDAYS 3
ARTICLE 5: VACATION 4
ARTICLE 6: SICK LEAVE 5
ARTICLE 7: LEAVES 5
ARTICLE 8: RATES OF PAY AND GENERAL WAGE INCREASE ADJUSTMENT 7
ARTICLE 9: HOURS OF WORK AND OVERTIME 8
ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE 9
ARTICLE 11: MISCELLANEOUS 9
ARTICLE 12: DISPUTE RESOLUTION PROCEDURES 10
ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY 11
ARTICLE 14: SAVINGS CLAUSE 11
ARTICLE 15: WORK STOPPAGES AND EMPLOYEE PROTECTION 11
ARTICLE 16: WAIVER AND COMPLETE AGREEMENT 12
ARTICLE 17: DISCIPLINE AND EMPLOYEE RIGHTS 12
ARTICLE 18: WORK OUTSIDE OF CLASSIFICATION AND RECLASSIFICATION 12
ARTICLE 19: LABOR MANAGEMENT COMMITTEE 12
ARTICLE 20: SENIORITY AND LAYOFF/RECALL 13
ARTICLE 21: UNION REPRESENTATION..... 15
ARTICLE 22: CONTRACTING OUT 16
ARTICLE 23: LATERAL TRANSFER..... 16
ARTICLE 24: DURATION 18
ADDENDUM A: PLANNING UNIT CLASSIFICATIONS AND PAY RANGES 19
ADDENDUM B: PROFESSIONAL UNIT CLASSIFICATIONS AND PAY RANGES 20

1 Provided, however, that nothing contained in this section shall require an employee to join the
2 Union who qualifies for an exemption, in accordance with the procedure set forth in the Washington
3 Administrative Code, based on bona fide religious tenets or teachings that prohibit the payment of
4 dues or initiation fees to Union organizations. Such employee shall pay an amount of money
5 equivalent to regular union dues and initiation fee; said amounts shall be paid to a non-religious
6 charity or to another charitable organization mutually agreed upon by the employee affected and the
7 bargaining representative to which such employee would otherwise pay the dues and initiation fee.
8 The employee shall furnish written proof that such payment has been made.

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

16 Provided further that in accordance with various decisions of the United States Supreme Court
17 employees who object to dues and fees being used for union activities not directly related to
18 representation may decline to be members and shall pay an amount of money to the Union that is a
19 reduction of regular dues and initiation fee, as required under the law.

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

26 **Section 5. New Hires.** The County will require all new employees hired, transferred, or
27 promoted into a position included in the bargaining unit to sign a form (in triplicate), which will
28 inform them of the Union's exclusive recognition. One copy of the form will be retained by the

1 County, one by the employee and the original sent to the Union. The County will notify the Union of
2 any employee leaving the bargaining unit because of termination, layoff, leave of absence or
3 dismissal.

4 **Section 6. Lists.** The County will transmit to the Union, upon request, a current listing of all
5 employees in the unit. Such list shall indicate the name of the employee, wage rate, hire date and job
6 classification.

7 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

16 **ARTICLE 4: HOLIDAYS**

17 **Section 1.** Employees eligible for leave benefits shall be granted holidays with pay as
18 provided in the MLA Article 10, except as modified below.

19 **Section 2. Alternate Work Schedules.**

20 **A.** Hourly employees on alternative work schedules/flextime (working four days in
21 five, or nine days in ten) who take holiday time off in excess of the 7 or 8 hours of holiday provided,
22 and who do not adjust their work schedules shall make up the difference using accrued vacation time
23 or leave without pay.

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

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

8
9 **ARTICLE 5: VACATION**

10 Employees eligible for leave benefits shall be granted vacations with pay pursuant to the
11 MLA Articles 9 and 35, except as modified below.

12 **Section 1.** Benefit eligible employees hired before January 1, 2018, may accrue up to 480
13 hours of vacation leave, benefit eligible employees hired after December 31, 2017, may accrue up to
14 320 hours of vacation leave, prorated to reflect their normal work schedule. Employees must use
15 vacation leave in excess of the maximum accrual amount on or before the last day of the pay period
16 that includes December 31 of each year. Failure to use vacation time in excess of the maximum
17 accrual amount will result in forfeiture of the excess vacation leave unless the appointing authority
18 has approved a carryover of such vacation leave because of cyclical workloads, work assignments or
19 other reasons as may be in the best interests of the County.

20 **Section 2. Vacation Payout.** Benefit eligible employees shall be paid for accrued vacation
21 leave to their date of separation up to the maximum accrual amount if they have successfully
22 completed their first six (6) months of County service. Payment shall be the accrued vacation leave
23 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
24 mandatory withholdings.

25 **Section 3. Use of Vacation.** FLSA exempt employees may use vacation leave in increments
26 of not less than one (1) day. FLSA non-exempt employees may use vacation leave in one-half (1/2)
27 hour increments, at the discretion of the appointing authority.

1 **ARTICLE 6: SICK LEAVE**

2 Employees covered by this agreement shall be eligible for sick leave benefits as provided
3 under the MLA Article 11 and 34, except as modified below.

4 **Section 1. Verification of Sick Leave.** Division management is responsible for the proper
5 administration of sick leave benefits. In cases where management has documentation to support a
6 history of excessive or patterned absenteeism, an employee may be put on written notice by the
7 Division Manager/designee that for a period not to exceed six (6) months, all sick leave usage by the
8 employee will require medical verification. The County agrees to re-open this section upon request
9 by the Union if, during the term of this Agreement, the Joint Labor Management Insurance
10 Committee reaches an agreement on the subject of medical verification of sick leave usage.

11 **ARTICLE 7: LEAVES**

12 Employees who are eligible for leave benefits will be granted the following leaves School
13 Volunteer leave, Leave of absence without pay, military leave, jury leave, and bereavement leave
14 pursuant to the MLA Articles 2, 3, 4, 5, and 8.

15 **Section 1. Authorized Leave Due to Inclement Weather or Safety Concerns.**

16 A. Where a department director officially closes operations in his/her department
17 because of adverse weather conditions, or orders employees to leave the premises because of safety
18 concerns, all non-essential employees who are scheduled to work will be paid for the normally
19 scheduled work day. This applies to affected overtime exempt as well as hourly employees. Only
20 hours actually worked will be used to determine overtime eligibility for the week.

21 1. Employees who previously request and have been approved for time off
22 (e.g., vacation or sick leave, compensatory time-off, leaves of absence) will have hours deducted
23 from their accruals as approved.

24 2. Essential employees who are scheduled to work but do not because of
25 adverse weather conditions may use accrued vacation or comp time (hourly employees) or accrued
26 vacation or executive leave (FLSA exempt employees), or the time will be charged as leave-without-
27 pay for the scheduled work day. A department director or his or her designee shall make the
28 determination as to which employees are essential and, consequently, which employees are required

1 to report for work despite emergency conditions.

2 **B.** Where a department, office or facility remains open but weather conditions prevent
3 an employee from reporting to work, the following will apply:

- 4 1. The employee will notify his or her supervisor as soon as possible.
- 5 2. The employee may request, and the supervisor may approve, the use of
6 compensatory time, vacation time, or leave without pay to cover absences due to inclement weather.
7 Sick leave may not be used to cover absences due to inclement weather.

8 **Section 2. Executive Leave.** The nature of the work of many employees represented by this
9 Agreement sometimes requires them to be on-call for significant periods of time and to work, on an
10 on-going basis, substantially in excess of the standard work schedule for other County employees.
11 FLSA-exempt employees shall receive up to 3 days of executive leave per year according to the
12 following provisions:

13 **A.** Non-probationary employees who are employed in a bargaining unit position on or
14 before April 30 shall be allowed three days of Executive Leave for use during that calendar year;
15 those employees who become non-probationary in a bargaining unit position on or after May 1, but
16 before September 1, shall be allowed two days Executive Leave for use during that calendar year.

17 **B.** Those who become non-probationary employees in a bargaining unit position on or
18 after September 1 will not be guaranteed Executive Leave for use during that year, but it may be
19 granted at the discretion of management.

20 **C.** Executive Leave will not be guaranteed to a probationary employee or to an
21 employee whose most recent performance evaluation has an overall rating less than satisfactory, but
22 may be granted at the discretion of management;

23 Bargaining unit employees shall also be eligible for up to 7 additional days of executive leave
24 pursuant to Executive Policy PER 8-1-2. All other FLSA-exempt employees may be granted up to a
25 maximum of ten (10) days annually executive leave pursuant to Executive Policy PER 8-1-2, when
26 authorized by their immediate supervisor. Executive leave must be used in the payroll year it was
27 granted and cannot be carried into the next payroll year or cashed-out.

28 **Section 3. Promotional Examination Leave.** Benefit eligible employees will be entitled to

1 necessary time off with pay in order to take county qualifying or promotional examinations. This
2 will include time required to complete any required interviews, scheduled during the employee's
3 working hours. This does not include time required to complete questionnaires.

4 **Section 4. Organ Donation Leave.** An employee who is eligible for leave benefits may take
5 five (5) days paid leave to participate as a donor in a life-giving or life-saving procedure (for
6 example, bone marrow transplants, kidney transplants, and blood transfusions). The paid leave will
7 not be charged to family leave, sick leave, vacation leave or leave of absence without pay. There
8 must be reasonable expectation that the employee's failure to participate may result in serious illness,
9 injury, pain, or the eventual death of the identified recipient. The employee must take the following
10 steps:

11 A. Give the appointing authority reasonable advance notice of the need to take time
12 off.

13 B. Provide written proof from an accredited medical institution, organization, or
14 individual as to the need for the employee to donate or to participate in any other medical procedure
15 where the participation of the donor is unique or critical to a successful outcome.

16 Time off from work that exceeds five (5) working days is subject to other leave provisions of
17 this Agreement.

18 **ARTICLE 8: RATES OF PAY AND GENERAL WAGE INCREASE ALLOWANCES**

19 **Section 1. Salary Schedule.** Step progression and placement will be on the even-numbered
20 steps of the County's Ten Step Squared Pay Schedule. Career Service employees shall progress on
21 January 1st of each year (provided they have completed their probationary period). Employees in the
22 Planning Unit will progress annually to the next even-numbered step to Step 10. Employees in the
23 Professional Unit will progress annually on even-numbered steps to Step 4 and after that on the basis
24 of merit they will progress to the next even-numbered step to Step 10. All new employees shall be
25 hired in at Step 2 or a higher even-numbered step at management's discretion. Term Limited
26 Temporary employees may progress to the next even-numbered step on the employee's anniversary
27 date at management's discretion. Employees will be paid at the ranges set out in Addendum A and
28 Addendum B.

1 **Section 2. Merit Pay.** Employees who are at the top step of their salary range will be
2 eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's
3 discretion. Employees are eligible for the merit increase who have achieved a performance rating of
4 "outstanding" (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

5 An employee's performance rating and a decision to grant a merit increase is not subject to
6 the grievance and arbitration provisions of Article 12, Dispute Resolution Procedures.

7 **Section 3. Probation.** The length of an employee's probation shall be six (6) months.
8 However, the County can extend an employee's probation up to an additional six (6) months with
9 notice to the Union. Consistent with the definition of "probationary employee" and "probationary
10 period" contained in the King County Personnel Guidelines Section 11, during probation, an
11 employee is "at will" during his/her probation and probationary terminations are not subject to the
12 grievance and arbitration provisions of this Agreement. All new employees will progress to step four
13 (4) at the successful completion of probation, unless the employee was hired at higher than Step 2, in
14 which case progression is at the discretion of the Division Manager.

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

16 **Section 1. Work Week.** For employees who are overtime eligible the standard work week
17 shall consist of between thirty-five (35) to forty (40) hours within a seven (7) consecutive day period,
18 exclusive of lunch periods. The parties agree the County will not require modification of an
19 employee's schedule to avoid overtime.

20 **Section 2. Alternative Work Schedules.** Alternative work schedules and telecommuting
21 schedules may be established in accordance with Executive policy PER 18-1 (AEP), May 28, 1990,
22 Re: Alternative Work Schedules, as amended. The County and the Union agree that alternative work
23 schedules may be established that are mutually agreed upon. When a supervisor establishes a
24 schedule change or determines how to respond to an employee request for an alternative work
25 schedule, he/she must consider information provided about the employee's child care and other
26 family and transportation needs in making the decision.

27 **Section 3. Overtime.** Overtime eligible employees shall be compensated at the overtime rate
28 for all hours worked in excess of forty (40) hours in one workweek, or work on a holiday. Overtime

1 may be paid as compensatory time at the rate of time and one-half, if requested by the employee and
2 approved by the supervisor, pursuant to County policy.

3 **Section 4. FLSA Exempt.** Employees exempt from the Federal Fair Labor Standards Act
4 are covered under the King County Executive Leave Pay and Leave Practices for Executive
5 Administration and Professional Employees policy (Executive Policy PER 8-1-2), as amended and
6 are expected to work the hours necessary to perform their jobs. It is understood by the County and
7 the Union that FLSA exempt employees will be treated in accordance with applicable wage and hour
8 laws.

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

10 As provided under the MLA Article 25.

11 **ARTICLE 11: MISCELLANEOUS**

12 **Section 1. Unfair Labor Practice.** The County and the Union agree that thirty (30) days
13 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
14 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
15 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
16 relief for the alleged Unfair Labor Practice.

17 **A. Tuition Reimbursement.** An employee may receive up to 50% tuition
18 reimbursement for successful completion of continuing education classes. To be eligible for tuition
19 reimbursement:

20 1. The employee must have worked for the County for the previous twelve
21 (12) months.

22 2. The employee must obtain prior approval from his/her supervisor and the
23 Division Manager; if approved, the manager will indicate the amount of reimbursement for which the
24 employee is eligible.

25 3. In the opinion of the employee's supervisor and the Division manager, the
26 course will increase the employee's competence, growth, effectiveness in his/her present position
27 and/or prepare the employee for future promotional opportunities.

28 4. The employee must receive a grade of "C" or better. When the course does

1 not require a formal system of grading, an official record of satisfactory completion from the
2 institution must be submitted.

3 Tuition reimbursement is limited to tuition, laboratory fees and textbooks. All fees, expenses
4 are paid by the employee. The decision to provide any reimbursement or initial course approval rests
5 solely with the Division Manager.

6 **Section 2. Technological Changes.** The effects of County implementation of new
7 technologies that affect working conditions, wages, and hours of work will be negotiated with the
8 Union.

9 **Section 3. Bus Passes.** Pursuant to the MLA Article 38.

10 **Section 4. Airport Duty Managers.**

11 **4.1 Membership Fees.** The County will pay the basic annual membership dues to the
12 American Association of Airport Executives (AAAE) for career service ADMs and the Airport Duty
13 Operations Manager (the latter is currently classified as a PPM IV).

14 **4.2 Schedule Changes.** Management will make a good faith effort to notify ADMs
15 and the Airport Duty Operations Manager of any normal/regular schedule change at least thirty (30)
16 days in advance. If a 30-day notice is not possible, management will provide employees with as
17 much advance notice as possible. The 30-day notice is not applicable to unexpected employee
18 absences, natural disasters or other emergent situations.

19 **4.3 Holiday Bank for Salaried Employees in Airport Duty Manager role.** A
20 salaried employee who is required to work on a designated holiday will accrue a day of holiday time
21 for such holiday. When a designated holiday occurs on a salaried employee's regular day off, a day
22 of holiday time will be added to the Employee's holiday accrual bank. An employee may not exceed
23 5 days of holiday time in his or her holiday accrual bank on the pay period that includes September
24 30th of each year. Any amount in excess of 5 days of holiday time in that pay period shall be
25 forfeited. No accrued holiday time will be paid in cash, except in the event of an employee's death.
26 In such cases, all accrued holiday time will be paid to the employee's estate.

27 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

28 Pursuant to the MLA Article 26.

1 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

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

6 **ARTICLE 14: SAVINGS CLAUSE**

7 Pursuant to the MLA Article 30.

8 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

20 **Section 2. Union Responsibility.** Upon notification in writing by the County to the Union
21 that any of its members are engaged in a work stoppage, the Union shall immediately, in writing,
22 order such members to immediately cease engaging in such work stoppage and provide the County
23 with a copy of such order. In addition, if requested by the County a responsible official of the Union
24 shall publicly order such Union employees to cease engaging in such a work stoppage.

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

27 A. Discharge.

28 B. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 16: WAIVER AND COMPLETE AGREEMENT**

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

8 **ARTICLE 17: DISCIPLINE AND EMPLOYEE RIGHTS**

9 Pursuant to the MLA Articles 26 and 27, except as otherwise provide below.

10 **Section 1. Off Duty Activities.** The off-duty activities of employees shall not be cause for
11 disciplinary action unless said activities are detrimental to the employee’s work performance or the
12 program of the agency.

13 **Section 2. Employee Files.** The employee and/or representative may examine the
14 employee’s personnel file(s) if the employee so authorizes in writing. Material placed into the
15 employee’s files(s) relating to job performance shall be brought to his or her attention. The employee
16 shall have the right to insert documentation into the file(s) that responds to said material.
17 Unauthorized persons shall not have access to employee files or other personal data relating to their
18 employment except as required by law.

19 **ARTICLE 18: WORK OUTSIDE OF CLASSIFICATION AND RECLASSIFICATION**

20 Pursuant to the MLA Article 14 and 37.

21 **ARTICLE 19: LABOR MANAGEMENT COMMITTEE**

22 The County and the Union agree to establish a joint labor-management committee (LMC) for
23 the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices,
24 lawsuits and disciplinary matters are not subjects for discussion for the LMC. The County and the
25 Union also understand that the LMC is not a substitute for bargaining and has no authority to amend
26 the contract. Meetings will be held as needed and may be called by either party. The party
27 requesting the meeting will be responsible for coordinating the meeting. The Union and County will
28 co-chair the meeting and will determine the appropriate participants, not to exceed four (4) for either

1 party.

2 **ARTICLE 20: SENIORITY AND LAYOFF/RECALL**

3 **Section 1. Seniority.** Seniority will accrue for all service time in a position covered by this
4 Agreement.

5 A. Employees appointed to a position covered by this Agreement after the date of
6 signing shall accrue seniority from the date of appointment.

7 B. An employee who leaves the bargaining unit for any reason (except termination for
8 just cause) shall retain his/her layoff seniority in the bargaining unit covered by this contract for one
9 year. If the absence is for educational purposes, seniority will be reinstated if the employee returns to
10 the bargaining unit within two (2) years.

11 C. Employees from the PTE Local 17 Transit Professional and Technical Unit, will
12 retain their seniority should they move into a position within the Planning Unit covered by this
13 Agreement.

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

17 **Section 3. Order of Layoff.** In the event of a reduction in force, layoffs shall be by position.
18 The positions to be eliminated will be at the sole discretion of management.

19 **Section 4. Placement in Vacancy.** The County and Union will meet and jointly endeavor to
20 find ways to minimize, or eliminate, the number of employees who must be laid off. The County will
21 attempt to place an employee scheduled for layoff in an available vacant position within King County
22 if she/he meets the minimum qualifications. If there is more than one available position which the
23 employee is qualified, the County will consider the employee's preference for making the placement.
24 The employee may decline placement into a different classification or division and elect to bump as
25 described in Section 5.

26 **Section 5. Bumping.** A career service employee who is not placed as described under
27 Section 4, may elect to bump an employee with the least seniority within the same classification
28 series within his/her layoff group, provided she/he meets the minimum knowledge, skills and ability

1 to do the job of the employee to be bumped. The employee must notify the designated County
2 representative of his/her wish to exercise the bumping option within five (5) working days after
3 receiving the layoff notice. The employee who wishes to bump must have more seniority than the
4 employee to be bumped.

5 Layoff groups are: Community Relations, Public Affairs, Fleet Administration, Airport
6 Division, Roads Services Division, C7B IT Unit, and DOT Director's Office. The order of bumping
7 will be as follows:

8 A. The first option will be the least senior employee in the laid off employee's job
9 classification, within the same layoff group. If the laid off employee does not meet the minimum
10 knowledge, skills and abilities to perform the job assignments of the least senior, the employee may
11 bump the next least senior in the job classification within the layoff group, provided the employee
12 meets minimum knowledge, skills and abilities to perform the job assignments.

13 B. Bumping shall not result in a promotion.

14 C. If there is more than one employee who is being laid off at one time, the order of
15 bumping starts with the most senior employee.

16 D. An employee may bump an employee in a lower classification within his/her same
17 classification series within his/her layoff group if the employee meets the minimum knowledge, skills
18 and ability to do the job, if there is no bumping option in the laid off employee's same job
19 classification. In the event that the laid off employee does not meet the minimum knowledge, skills
20 and abilities to perform the job assignments of the least senior, the employee may bump the next least
21 senior provided the employee meets the minimum knowledge, skills and abilities.

22 E. If an employee is deemed qualified to bump into a position as provided in this
23 Section, and does not exercise the option to bump, the employee will forgo the right to bump and will
24 not be entitled to bump the next least senior employee instead.

25 **Section 6. Recall.** All bargaining unit employees who are laid off, whose hours of work are
26 reduced involuntarily, or who accept a position with a lower pay range in lieu of layoff, shall be
27 placed on a bargaining unit recall list for two years from the date of layoff. Recall to the job
28 classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A

1 laid off employee may be involuntarily removed from the recall list after the expiration of two years
2 from the date of layoff, or if the employee does not accept re-employment within the bargaining unit
3 in a similar position/job classification, except for bona fide reasons. Refusal to accept re-
4 employment in a position with a lower salary range or with fewer working hours than the employee
5 held at the time of layoff shall not be cause for removal from the recall list.

6 When the County is filling a bargaining unit position and there are laid-off employees who
7 have held such positions within the previous (5) five years, the position will be offered to such
8 employees, provided the former bargaining unit member submits an application and demonstrates
9 that he/she meets the current qualifications for the position to be filled. If there is more than one
10 employee in such situation, the hiring authority will decide which employee will be offered the
11 position.

12 **Section 7. Unsuccessful Placement.** When a laid-off employee applies for, or is referred to,
13 a position and such employee is unsuccessful in obtaining the position, the employee will be provided
14 with the rationale for non-selection, interview and test scores, and any other documentation used to
15 make the determination.

16 **Section 8. Reinstatement.** An employee who is recalled from layoff within two years will
17 have all unpaid sick leave balances; seniority and vacation leave accrual rates restored.

18 **Section 9. Outplacement.** The County will provide outplacement services for employees
19 who have been notified of their impending layoff and who have not yet been placed into another
20 comparable King County position as provided under Sections 4, 5, and 6 of this Article. Each
21 affected employee will be allowed to access such outplacement services for a period of one (1) year
22 following receipt of their notice of layoff, or until recalled, or to a maximum expenditure of \$2,500,
23 whichever comes first.

24 **ARTICLE 21: UNION REPRESENTATION**

25 **Section 1. Union Representative Visits.** Authorized representatives of the Union may, after
26 notifying the County official in charge, visit the work location of employees covered by this
27 Agreement at any reasonable time for the purpose of investigating grievances, but shall not conduct
28 Union business on County time.

1 **Section 2. Member Access.** Authorized representatives of the Union may have reasonable
2 access to its members in County facilities for transmittal of information or representation purposes
3 before work and during lunch breaks or other regular breaks as long as the work of the County
4 employees and services to the public are unimpaired.

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

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

12 **ARTICLE 22: CONTRACTING OUT**

13 Pursuant to the MLA Article 16.

14 **ARTICLE 23: LATERAL TRANSFER**

15 **Section 1.** Prior to the initiation of any competitive process to fill a vacant bargaining unit
16 position, regular employees of the bargaining unit holding the same classification as that of the
17 vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Such
18 lateral transfers shall be accomplished pursuant to the following procedure:

19 **A.** Notification of the vacancy shall be provided to all regular bargaining unit
20 employees whose classification is the same as that of the vacant position and thus eligible for lateral
21 transfer considerations. Notification to bargaining unit employees will be via the Public Folder
22 accessed through the King County e-mail system and posted on designated Local 17 bulletin boards.

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

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

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

1 **Section 2.** Nothing in this Agreement restricts the manager/designee from transferring an
2 employee to another work unit within the department to meet business needs.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 24: DURATION**

2 Pursuant to MLA Article 31.

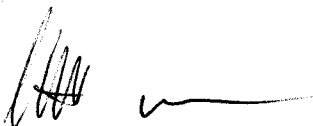
3
4
5 APPROVED this 14 day of MARCH, 2018.

6
7 By: 
8 King County Executive
9

10
11 Professional And Technical Employees,
12 Local 17:

13
14 
15 Denise Cobden
16 Interim Executive Director

17
18 Professional And Technical Employees,
19 Local 17:

20
21 
22 Cecilia Mena
23 Union Representative
24
25
26
27
28

2 ADDENDUM A

3 PLANNING UNIT CLASSIFICATIONS AND PAY RANGES

4

5 Job Class Code	6 PeopleSoft Job Code	7 Classification Title	8 Pay Range on Squared Salary Plan
9 2421100	241603	Transportation Planner I	53
10 2421200	241706	Transportation Planner II	58
11 2421300	241803	Transportation Planner III	63
12 2421400	241906	Transportation Planner IV	68
13 2501100	252106	Communications Specialist I	51
14 2501200	252212	Communications Specialist II	54
15 2501300	252310	Communications Specialist III	58
16 2501400	252407	Communications Specialist IV	64
17 2230500	223704	Customer Services Administrator	68
18 2216100	225702	Grant Specialist	52
19 2216200	225802	Grant Analyst	56
20 2216300	225902	Grant Administrator	65
21 2217100	226002	Grant Supervisor	68
22 7222300	723604	Photographer - Lead	54

2 **ADDENDUM B**

3 **PROFESSIONAL UNIT CLASSIFICATIONS AND PAY RANGES**

4

5 Job Class Code	6 PeopleSoft Job Code	7 Classification Title	8 Pay Range on Squared Salary Plan
9 2810000	281104	Administrative Staff Assistant	48
10 2810100	281211	Administrator I	50
11 2810200	281311	Administrator II	56
12 2810300	281411	Administrator III	63
13 2810400	281511	Administrator IV	68
14 9341100	935101	Airport Duty Manager	63
15 2811200	286204	Business Analyst - Senior	68
16 2131100	214103	Business and Finance Officer I	53
17 2131200	214202	Business and Finance Officer II	58
18 2131300	214306	Business and Finance Officer III	62
19 2131400	214408	Business and Finance Officer IV	67
20 7114600	712605	Capital Project Manager IV	69
21 7319200	734209	Database Specialist - Journey	55
22 7319300	734310	Database Specialist - Senior	60
23 7319400	734409	Database Specialist - Master	65
24 2441100	243105	Project/Program Manager I	53
25 2441200	243204	Project/Program Manager II	58
26 2441300	243308	Project/Program Manager III	63
27 2441400	243402	Project/Program Manager IV	68

28