

Master Labor Agreement (MLA) - Appendix 28
Agreement Between King County
And
Professional and Technical Employees, Local 17
Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit
Division
[043]

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1 **ARTICLE 1: PURPOSE**

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

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

7 **Section 1.** The County recognizes the Union as the exclusive representative of full-time and
8 part-time regular and term-limited temporary (TLT) employees holding positions in classifications
9 listed in Addendum A and made part hereof by this reference, who work in the Department of
10 Transportation Metro Transit Division, excluding:

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

19 8. All employees who are designated as employees of King County Information
20 Technology (KCIT).

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

1 standing in the Union, or pay an agency fee to the Union to the extent permitted by law.

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

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

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

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

27 **Section 5.** The County will require all new employees hired, transferred, or promoted into a
28 position included in the bargaining unit to sign a form (in triplicate) which will inform them of the

1 Union's exclusive recognition. One copy of the form will be retained by the County, one by the
2 employee and the original sent to the Union. The County will notify the Union of any employee
3 leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

4 **Section 6.** 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, job
6 classification, work shift and location, and unit.

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, transfer, and evaluate employees; to determine and implement methods, means and
14 assignments, establish classifications and select personnel by which operations are to be conducted,
15 including staffing levels; and to initiate, prepare, modify and administer the budget.

1 **ARTICLE 4: HOLIDAYS**

2 Pursuant to MLA Art. 10, except as modified below.

3 **Section 1.A.** Article 4, Section 1 of the collective bargaining agreement does not apply to the
4 Customer Information Technological Resources and Solutions (CITRS) group. In place of Article 4,
5 Section 1, the following rules in Section 1.A, 1.B, and 1.C shall apply to the CITRS group:

6 Employees eligible for leave benefits shall be placed on standby status on the following days:

7

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

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16 and special or limited holidays as declared by the president or governor, and as approved by the
17 Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County
18 Council may determine. If an employee is not ordered to report to work on a holiday listed above,
19 he/she shall receive holiday pay for the day.

20 King County may summon standby employees to report to work on the following dates as
21 soon as possible, but in no event later than two hours, and King County may direct other standby
22 employees to report to a second shift later in the day.

23 **Section 1.B.** King County may, at its sole discretion, order employees in the CITRS group to
24 report to work on holidays to respond to service disruptions. An employee who is ordered to come to
25 work on one of the holidays listed in Section 1.A above will have two options. 1) The employee may
26 shift the missed holiday to another date within two weeks unless operationally impractical, in which
27 case no later than the end of the pay period following the pay period in which an emergency was
28 declared, unless a date outside of this range is mutually agreed upon; or 2) The employee may request

1 a day of extra compensation in lieu of the holiday. An employee who requests an extra day of
2 compensation shall forfeit the holiday. The result shall be that the employee receives the equivalent
3 of six days of pay in the week for working five days. Employees may not self-select to report to
4 work during a holiday.

5 **Section 1.C.** An employee who is granted a week of vacation that is adjacent to a holiday
6 listed in Section 1.A will not be required to be on standby status during the holiday. Through a
7 system to be devised by the employees of the CITRS group, one additional employee shall be
8 excused from standby status on each holiday. King County may, at its sole discretion, allow for more
9 than one employee to be excused from standby status on particular holidays.

10 **ARTICLE 5: VACATION**

11 Pursuant to MLA Articles 9 and 35.

12 **ARTICLE 6: SICK LEAVE**

13 Pursuant to MLA Art. 34.

14 **ARTICLE 7: BEREAVEMENT LEAVE**

15 Pursuant to MLA Art. 8.

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

17 **Section 1. Rates of pay**

18 Rates of pay for all classifications in the bargaining unit are listed in Addendum A. The
19 wages in Addendum A shall be increased pursuant to MLA Article 29, 2017-2018 "Total
20 Compensation" agreement (document code 000U0516), and its successor agreement.

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

24 **Section 3. Top Step Merit Pay.** Employees who are at the top step of their salary range will
25 be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's
26 discretion, in accordance with the King County Merit Pay Plan. For purpose of the two-(2) year
27 waiting period for merit eligibility, employees at Step 9 of the pay range shall be treated as though
28 they are at Step 10. Step 9 will be treated as counting toward the two-(2) year waiting period

1 beginning with the year 2002. Employees are eligible for the merit increase who have achieved a
2 performance rating of “outstanding” (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

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

5 **Section 4. Pay upon Personnel Action.** An employee who is promoted shall be placed at
6 the nearest step in the new salary range which provides at least a 5% increase above the employee’s
7 previous rate of pay in effect at the time of the personnel action.

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

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

13 **Section 2.** Hourly employees shall be compensated at the rate of time and one-half (1-1/2) for
14 all hours worked in excess of the scheduled work shift, or in excess of forty (40) hours in one
15 workweek, or work on a holiday or a regularly scheduled day off. Employees working alternative
16 work schedules will receive overtime for all hours worked beyond the number of hours the employee
17 is regularly scheduled to work. Overtime may be paid as compensatory time at the rate of time and
18 one-half, if requested by the employee and approved by the supervisor.

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

23 **Section 4.** Rideshare Services Representatives may choose to substitute compensatory time at
24 the rate of time and one half (1-1/2) for overtime earned on weekends or scheduled days off when an
25 employee is on-call.

26 **Section 5.** Alternative work schedules and telecommuting schedules may be established in
27 accordance with Executive Policy (<http://www.kingcounty.gov/operations/policies.aspx>). When a
28 supervisor establishes a schedule change or determines how to respond to an Employee request for an

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

8 **Section 6.** The nature of the work of many employees represented by this Agreement
 9 sometimes requires them to be on-call for significant periods of time and to work, on an on-going
 10 basis, substantially in excess of the standard work schedule for other County employees. Therefore,
 11 each FLSA-exempt employee will be granted a minimum of three (3) days of executive leave
 12 annually. In addition to the base number of days of executive leave granted above, an FLSA-exempt
 13 employee may be granted up to seven (7) additional days of executive leave when authorized in
 14 writing by his/her immediate supervisor, in recognition of the additional on-call time, excess work
 15 and/or performance expectations required by his/her specific position. Executive leave must be used
 16 in the payroll year it was granted and cannot be carried into the next payroll year or cashed-out.

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

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

25 **Section 8.** Transportation Planner II’s in the Service Development section will be paid
 26 overtime based on 40 hours of “paid time” in a workweek. This will allow employees to be assigned
 27 to after hours and weekend meetings, and to work more flexible hours based on workload needs.
 28 Meetings outside regular work hours will be scheduled with at least 2 weeks notice; employees’

1 personal needs will be considered as in the past. Adjustments in work schedules will be worked out
2 between an employee and his/her supervisor.

3 **Section 9. After Hours Support.**

4 Pursuant to MLA Art. 33.

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

6 Pursuant to MLA Art. 25.

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

8 **Section 1. Master ASE Transit Bus Certifications.** With the approval of the supervisor,
9 members of the bargaining unit who obtain and maintain a Master ASE certification in transit bus
10 shall have all registration and test fees reimbursed upon successful completion.

11 **Section 2.** The County will provide all equipment and Employees' personal foul weather gear
12 to ensure safety and/or identification for Employees based on requirements of their specific job
13 duties.

14 **Section 3.** The County may provide employees release time to attend training programs that
15 will be beneficial to their job performance. If the County requires attendance at such training
16 programs, the County will pay the expenses incurred. The County recognizes the benefit of training
17 and will provide information and access to training opportunities for Employees, within budgeted
18 appropriations. Training may also include conferences, workshops and other professional networking
19 opportunities. The decision to provide training opportunities will be based upon, but not limited by,
20 the overall objectives of encouraging and motivating Employees to improve their work performance.

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

28 **B.** The Labor-Management Committee established pursuant to Section 7 of this

1 Article shall address the issue of non-traditional training.

2 **Section 4. Transportation Benefits.** Pursuant to the MLA Art. 38, except as modified
3 below.

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

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

14 **Section 6.** The King County Strategic Plan places an emphasis on service excellence,
15 financial stewardship, and fostering a quality workforce. In acknowledgment of King County's and
16 the Union's shared interest in these values, the parties may establish a Labor-Management
17 Committee on Efficiency and Cost Savings. This Committee is chartered with the goal of identifying
18 effective and efficient ways for delivering services that could generate labor and other costs that have
19 not yet been identified through this collective bargaining process. Because of the diffuse nature of
20 this bargaining unit, the Committee may be focused to discuss efficiency issues in specific work
21 units. The parties agree that the recommendations of Committee may lead to a joint recommendation
22 to reopen the collective bargaining agreement to authorize cost savings that are identified through this
23 process.

24 **ARTICLE 12: HIRING AND PROBATION**

25 **Section 1. Hiring.** Pursuant to MLA Art. 18, except as modified below.

26 When job announcements are posted to recruit applicants for a vacant position within the
27 bargaining unit and a pool will be created, the job announcements shall notify potential applicants
28 that applications received shall also be used to establish a pool of eligible candidates to fill future

1 vacancies in the same classification. Such notice shall specify for which classifications the pool is
2 being created. The pool of applicants established pursuant to this Section shall be retained for twelve
3 (12) months from the date of posting. If a pool is used to fill a position, all qualified candidates will
4 be considered. Candidates in the pool may update their applications at any time while the pool is in
5 effect. Qualified candidates from the pool who are not hired will be notified that their applications
6 will remain in the pool.

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

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

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

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

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

27 Existing bargaining unit employees who accept placement in a position in lieu of layoff after
28 receiving a layoff notice are subject to probation as may be required by Career Service Rules,

1 however, the “at will” element of probation is not applicable to such employees. If it is determined
2 during the probationary period that the employee is not qualified or cannot perform in a satisfactory
3 manner, the employee will be transferred back to Career Support Services and considered for another
4 placement within the County.

5 **ARTICLE 13: DISCIPLINE**

6 Pursuant to MLA Art. 27, except as modified below.

7 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action
8 unless said activities are detrimental to the employee’s work performance or the program of the
9 agency.

10 **Section 2.** If the County issues disciplinary action against a regular employee, the employee
11 shall be apprised of his/her rights of appeal and representation.

12 **Section 3.** The employee and/or representative may examine the employee’s personnel file(s)
13 if the employee so authorizes in writing. Material placed into the employee’s files(s) relating to job
14 performance or personal character shall be brought to his or her attention. The employee shall have
15 the right to insert documentation into the file(s) that responds to said material. Unauthorized persons
16 shall not have access to employee files or other personal data relating to their employment, except as
17 otherwise authorized by law.

18 **Section 4.** No employee shall be required to use equipment which is not in a safe condition.
19 In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the
20 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment
21 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if
22 the employer determines the equipment to be unsafe. At such time as the employer determines the
23 equipment to be safe, the employee will be advised.

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

25 Each Employee will receive performance memos and appraisals as needed, but at least once
26 per year if the employee is at or above top step.

27 The Employee may appeal a performance appraisal to the next higher level of supervision.
28 Performance appraisals or memos are not grievable.

1 **ARTICLE 15: DISPUTE RESOLUTION PROCEDURES**

2 Pursuant to MLA Art. 26, except as modified below.

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

8 **ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY**

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

13 **ARTICLE 17: SAVINGS CLAUSE**

14 Pursuant to MLA Art. 30.

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

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

27 **Section 2.** Upon notification in writing by the County to the Union that any of its members
28 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to

1 immediately cease engaging in such work stoppage and provide the County with a copy of such
2 order. In addition, if requested by the County a responsible official of the Union shall publicly order
3 such Union employees to cease engaging in such a work stoppage.

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

6 1. Discharge.

7 2. Suspension or other disciplinary action as may be applicable to such employee.

8 **ARTICLE 19: WAIVER**

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

15 **ARTICLE 20: WORK OUTSIDE OF CLASS**

16 Pursuant to MLA Art. 37.

17 **ARTICLE 21: UNION REPRESENTATION**

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

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

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

28 **Section 4.** It shall be a violation of this Agreement to directly or indirectly interfere with,

1 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of
2 their right to organize and designate representatives of their own choosing for the purpose of
3 collective bargaining or in the free exercise of any other right under RCW 41.56.

4 **Section 5. Use of County Bulletin Boards and Electronic Devices.**

5 Pursuant to MLA Art. 23.

6 **ARTICLE 22: REDUCTION IN FORCE**

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

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

16 B. When the elimination of a position shall result in an employee being laid off, the
17 employee shall be selected by inverse seniority within the layoff group, as defined in Section 7 and 8
18 of this Article.

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

22 **Section 3. Recall Rights.**

23 A. All bargaining unit members who are laid off, whose hours of work are reduced
24 involuntarily or who accept a position with a lower pay range in lieu of layoff, shall be placed on the
25 layoff recall list for two years in the County's Layoff/Recall Program from the date of layoff. In
26 addition, the employee shall retain specific recall rights to the position from which she/he was laid off
27 for an additional one (1) year following the end of the two (2) year general recall period. During the
28 three (3) year specific recall period, the employee shall retain specific recall rights to the position

1 from which s/he was laid off regardless of whether the employee has accepted a different position
2 within the County. Refusal to accept re-employment in a position with a lower salary range or with
3 fewer working hours than the employee held at the time of layoff shall not be cause for removal from
4 the recall list.

5 **B.** When the County is filling a bargaining unit position and there are laid-off
6 employees who have held such positions within the previous five (5) years, the employees shall be
7 notified of the vacancy and be afforded an opportunity to apply for the vacant position. The
8 notification requirement is fulfilled by sending such notification to the employee's last known
9 address of record.

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

12 **D.** In Service Development, an employee shall retain two year specific recall rights to
13 a vacancy that opens up in Subgroup B in the classification from which he/she was laid off.

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

20 **Section 5. Seniority Defined.**

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

27 **B.** Seniority is portable in a reciprocal manner between this bargaining unit and the
28 employees in the Planning unit of the Local 17 non-interest arbitration Professional and Technical

1 Department of Transportation bargaining unit.

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

6 D. An Employee who is granted a voluntary leave of one (1) year or less or who
7 resigns from County employment for education or professional development or is laid off and is
8 rehired within two (2) years or less maintains their seniority date. However, if said employee is gone
9 for more than the above allotted time, upon return to the bargaining unit, he/she will receive a new
10 seniority date reflecting the date of hire.

11 **E. Acting.**

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

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

19 In the Service Development/Strategy & Performance Layoff Groups and in the Customer
20 Communications & Services Layoff Group: If a member of Subgroup B is laid off from Subgroup B,
21 they will be offered the option of taking the layoff, or demoting to the position of the least senior
22 employee in Subgroup A, provided that Management determines they meet the minimum
23 qualifications for the position and are more senior than the employee holding the position in
24 Subgroup A. If the demotion option is selected, the least senior employee in Subgroup A will be laid
25 off.

26 In the event of multiple layoffs from Subgroup B, the default will be for the most senior
27 employee to displace the least senior employee in Subgroup A, followed by the next most senior
28 displacing the next least senior in Subgroup A until the Subgroup B layoff employee is less senior

1 than the remaining employees in Subgroup A. In the event an employee from subgroup B is not
2 qualified for the position of the employee they will displace, the parties will meet to determine who is
3 laid off with the intent to retain the most senior employees. Nothing in this section alters Transit's
4 right to change the duties of bargaining unit members within the scope of their classification.

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Section 7. Layoff Groups.

Paratransit/ Rideshare Operations	Vehicle Maintenance	Customer Communications & Services	Power & Facilities
<p><u>Layoff Subgroup A</u></p> <ul style="list-style-type: none"> • Customer Services Coordinator • Customer Services Coordinator - Lead 	<p><u>Layoff Subgroup A</u></p> <ul style="list-style-type: none"> • Transit Vehicle Procurement Administrator • Transit Maintenance Analyst 	<p><u>Layoff Subgroup A</u></p> <ul style="list-style-type: none"> • Marketing & Sales Specialist I • Marketing & Sales Specialist II 	<p><u>Layoff Subgroup A</u></p> <ul style="list-style-type: none"> • Transportation Planner II • Project/Program Manager II
<p><u>Layoff Subgroup B</u></p> <ul style="list-style-type: none"> • Project/Program Manager II • Transportation Planner II 	<p><u>Layoff Subgroup B</u></p> <ul style="list-style-type: none"> • Project/Program Manager II • Functional Analyst III 	<p><u>Layoff Subgroup B</u></p> <ul style="list-style-type: none"> • Customer Services Coordinator • Customer Services Coordinator - Lead • Project/Program Manager I • Project/Program Manager II 	<p><u>Layoff Subgroup B</u></p> <ul style="list-style-type: none"> • Environmental Scientist II • Environmental Scientist III
<p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> • Business & Finance Officer II • Business & Finance Officer III • Maintenance/Planner Scheduler • Project/Program Manager III • Rideshare Services Representative • Transportation Planner III • Transportation Planner IV • Vanpool Risk Specialist 	<p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> • Administrator II • Business & Finance Officer II • Business and Finance Officer III • Business and Finance Officer IV • Functional Analyst IV 	<p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> • Business & Finance Officer III • Communications Specialist II • Communications Specialist III • Functional Analyst II • Functional Analyst III • Functional Analyst IV • Marketing & Sales Specialist III • Project/Program Manager III • Project/Program Manager IV • Web Developer Senior 	<p><u>Layoff by Classification</u></p> <ul style="list-style-type: none"> • Admin Staff Assistant • Administrator III • Business & Finance Officer III • Data Administrator • Functional Analyst II • Functional Analyst III • Functional Analyst IV • IT Systems Specialist - Master • Buyer - Lead Senior • Maintenance/Planner Scheduler • Occ. & Educ. Training Program Administrator • Power Distribution Technical Assistant • Project/Program Manager III • Project/Program Manager IV • Transportation Planner III

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Business Systems Development & Operations	Operations	Light Rail	Safety
<u>Layoff by Classification</u> <ul style="list-style-type: none"> • Database Specialist – Senior • Functional Analyst III • IT Project Manager I • IT Project Manager II • Project/Program Manager IV 	<u>Layoff by Classification</u> <ul style="list-style-type: none"> • Applications Developer - Senior • Communications Specialist III • Project/Program Manager I • Project/Program Manager III • Project/Program Manager IV • Transportation Planner III • Administrator III • Occupational Educational & Training Program Administrator 	<u>Layoff by Classification</u> <ul style="list-style-type: none"> • Business & Finance Officer II • Business & Finance Officer III • Project/Program Manager III • Rail SCADA Systems Specialist • Rail SCADA Systems Specialist Senior 	<u>Layoff by Classification</u> <ul style="list-style-type: none"> • Administrator I • Safety & Health Administrator I • Safety & Health Administrator II • Safety & Health Administrator III • Safety & Health Administrator IV • Transportation Compliance Administrator • Project/Program Manager IV

Drug & Alcohol Program	Transit Security
<u>Layoff by Classification</u> <ul style="list-style-type: none"> • Project Program Manager II 	<u>Layoff by Classification</u> <ul style="list-style-type: none"> • Project Program Manager II

Service Development Business and Finance	Service Development Manager's Office	Strategy & Performance/Service Development, Market Development, Scheduling, Service Planning	
<u>Layoff by Classification</u> <ul style="list-style-type: none"> • Business & Finance Officer (all levels) 	<u>Layoff Subgroup A</u> <ul style="list-style-type: none"> • Transportation Planner (all levels) 	<u>Layoff by Classification</u> <ul style="list-style-type: none"> • Functional Analyst II • Functional Analyst III • Functional Analyst IV • GIS Specialist - Senior <u>Layoff Subgroup A</u> <ul style="list-style-type: none"> • Project Program Manager I & II • Transportation Planner II <u>Layoff Subgroup B</u> <ul style="list-style-type: none"> • Project/Program Manager III & IV • Transportation Planner III & IV 	

Service Development Transit Systems and Traffic Engineering	Service Development Route Facilities
<u>Layoff by Classification</u> <ul style="list-style-type: none"> • Engineer II • Engineer III • Engineer IV 	<u>Layoff Subgroup A</u> <ul style="list-style-type: none"> • Project Program Manager I • Transportation Planner II <u>Layoff Subgroup B</u> <ul style="list-style-type: none"> • Transportation Planner III & IV • Project/Program Manager III & IV <u>Layoff by Classification</u> <ul style="list-style-type: none"> • Business Analyst • Business Analyst - Senior

Section 8. Term-Limited Temporary Employees. The provisions of this Article do not apply to TLTs.

1 **ARTICLE 23: CLASSIFICATION/RECLASSIFICATION**

2 Pursuant to MLA Art. 14.

3 **ARTICLE 24: CONTRACTING OUT**

4 Pursuant to MLA Art. 16.

5 **ARTICLE 25: SCADA EMPLOYEES**

6 This article applies only to SCADA Employees due to the unique nature of their work.

7 **Section 1. Call-Out Pay.** A SCADA Employee who has gone home after his/her regular
8 shift, and who is called back to work and reports to work, will be paid at the overtime rate for hours
9 actually worked or four hours, whichever is more. Additional call-outs within a four hour period will
10 be covered by the same four hour guarantee. If a SCADA Employee can respond to the situation
11 without having to report to the worksite, the guarantee is a minimum of two hours. SCADA
12 Employees are not eligible for standby pay.

13 **Section 2. Clothing, Uniforms, and Equipment.** The County shall provide and maintain
14 necessary safety clothing, uniforms, and equipment. Each SCADA Employee who is required by the
15 County to wear a particular type of safety footwear shall be entitled to a voucher to be applied toward
16 the purchase of such safety footwear. The maximum County contribution paid by such voucher shall
17 be \$200 per SCADA Employee. A replacement item will be issued when the item is lost, stolen,
18 damaged, or worn out.

19 **Section 3. Shift Differential.**

20 1. A night shift premium shall be paid to all employees who are regularly assigned to
21 a night shift. A night shift is defined as a regular shift that includes the hours of 12:00AM. to
22 5:00AM, Monday through Friday. This premium shall be \$3.25/hour.

23 2. SCADA Technicians who are not regularly scheduled for the night shift will be
24 paid according to the overtime provisions in Article 9 and the language applicable to SCADA
25 Technicians in Article 25.

26 **Section 4. Negotiated Meal and Rest Periods.** The parties agree to continue their long-
27 standing agreement to specifically supersede in total the State provisions regarding meal and rest
28 periods for SCADA Technicians. SCADA Technician shifts may include "straight eight" shifts,

1 which do not have meal periods. For all SCADA Technician shifts, rest periods are not scheduled but
2 may be taken intermittently consistent with work needs. SCADA Technicians are entitled to meal
3 and rest periods only as described in this agreement and not those provide by State law.

4 **ARTICLE 26: PROFESSIONAL ENGINEER LICENSES**

5 King County will reimburse the renewal cost of Professional Engineer Licenses for any
6 Employees in the Engineer Series in Transit's Service Development Section.

7 **ARTICLE 27: TERM-LIMITED TEMPORARY EMPLOYEES**

8 TLT employees shall be eligible for all of the rights, benefits, and responsibilities enumerated
9 in this collective bargaining agreement, with the following exclusions. TLTs will not become Career
10 Service employees following a probationary period. The employment of TLT employees is on an at-
11 will basis. All terms and conditions of employment not addressed in this collective bargaining
12 agreement are covered by the King County Code and King County Personnel Guidelines.

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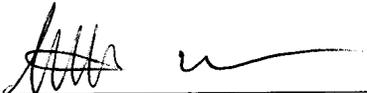
ARTICLE 28: DURATION

Pursuant to MLA Art. 31.

APPROVED this 15 day of MARCH, 2018.

By: 
King County Executive

SIGNATORY ORGANIZATION:


Cecilia Mena
Union Representative
Professional and Technical
Employees, Local 17

**Addendum A
Professional and Technical Employees, Local 17
Professional & Technical, Interest Arbitration - DOT, Transit
Wage Addendum**

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2810000	281106	Administrative Staff Assistant	48
2810100	281207	Administrator I	50
2810200	281304	Administrator II	56
2810300	281404	Administrator III	63
2810400	281510	Administrator IV	68
2811100	286105	Business Analyst	63
2811200	286206	Business Analyst - Senior	68
2131100	214102	Business and Finance Officer I	53
2131200	214203	Business and Finance Officer II	58
2131300	214305	Business and Finance Officer III	62
2131400	214409	Business and Finance Officer IV	67
2214400	225003	Buyer - Lead Senior	64
2501100	252103	Communications Specialist I	51
2501200	252202	Communications Specialist II	54
2501300	252305	Communications Specialist III	58
2501400	252405	Communications Specialist IV	64
2230200	223401	Customer Services Coordinator	55
2230300	223501	Customer Services Coordinator - Lead	59
7303100	733103	Data Administrator	50
7319300	734304	Database Specialist - Senior	60
2251100	226203	Educator Consultant I	54
2251200	226305	Educator Consultant II	58
7112100	711104	Engineer I	54
7112200	711205	Engineer II	59
7112300	711307	Engineer III	64
7112400	711406	Engineer IV	69
7520100	752102	Environmental Scientist I	54

Professional and Technical Employees, Local 17
 Professional & Technical, Interest Arbitration - DOT, Transit
 Wage Addendum

Job Class Code	PeopleSoft Job Code	Classification Title	Range
7520200	752203	Environmental Scientist II	59
7520300	752302	Environmental Scientist III	64
7520400	752401	Environmental Scientist IV	69
7304100	733303	Functional Analyst I	54
7304200	733405	Functional Analyst II	57
7304300	733502	Functional Analyst III	62
7304400	738102	Functional Analyst IV	67
7322200	735204	GIS Specialist - Journey	60
7322300	735304	GIS Specialist - Senior	65
7331100	736304	IT Project Manager I	67
7331200	736404	IT Project Manager II	72
7323400	735804	IT Systems Specialist - Master	66
2444100	243801	Maintenance Planner Scheduler	58
2221100	222502	Marketing and Sales Specialist I	51
2221200	222602	Marketing and Sales Specialist II	56
2221300	222702	Marketing and Sales Specialist III	58
2252100	226503	Occupational Education and Training Instructor	44
2252200	226604	Occupational Education and Training Coordinator	53
2252300	226702	Occupational Education and Training Program Administrator	58
2252400	226802	Occupational Education and Training Program Administrator - Senior	63
8202100	822101	Power Distribution Technical Assistant	59
2441100	243104	Project/Program Manager I	53
2441200	243206	Project/Program Manager II	58
2441300	243303	Project/Program Manager III	63
2441400	243403	Project/Program Manager IV	68
8311300	839102	Rail SCADA Systems Specialist	61
8311400	839202	Rail SCADA Systems Specialist - Senior	66

**Addendum A
Professional and Technical Employees, Local 17
Professional & Technical, Interest Arbitration - DOT, Transit
Wage Addendum**

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2814100	283101	Rideshare Services Representative	54
2334100	234103	Safety and Health Administrator I	43
2334200	234203	Safety and Health Administrator II	48
2334300	234302	Safety and Health Administrator III	54
2334400	234403	Safety and Health Administrator IV	62
2502100	252602	Special Projects Manager I	68
2502300	252804	Special Projects Manager III	72
2410100	240102	Transit Maintenance Analyst	67
2218100	228102	Transit Vehicle Procurement Administrator	67
2450100	245201	Transportation Compliance Administrator	68
2421100	241602	Transportation Planner I	53
2421200	241704	Transportation Planner II	58
2421300	241804	Transportation Planner III	63
2421400	241905	Transportation Planner IV	68
6222100	656501	Van Pool Risk Specialist	59
7316300	734004	Website Developer - Senior	63

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

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

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

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

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